

SECTION A							
<input checked="" type="checkbox"/> <b>J AWARD/CONTRACT</b> <input type="checkbox"/> <b>K</b>		1. THIS CONTRACT IS A RATED ORDER UNDER DPAS (15 CFR 700)    RATING <b>DOA4</b> PAGE <b>01</b> OF <b>04</b> PAGES					
2. CONTRACT (Proc. Inst. Ident.) NO. <b>SP0750-99-D-7508</b>		3. EFFECTIVE DATE <b>JUN 18 1999</b>					
4. REQUISITION/PURCHASE REQUEST/PROJECT NO.		5. ISSUED BY CODE <b>SC0700</b>					
6. ADMINISTERED BY CODE <b>S0513A</b>		7. NAME AND ADDRESS OF CONTRACTOR (No., street, city, state and ZIP code)  <b>LINMARR ASSOCIATES INC 4460 N PARK ST LAS VEGAS NV 89129-2678</b>					
8. DELIVERY <input checked="" type="checkbox"/> <b>FOB DESTINATION</b> *See Section F <input type="checkbox"/> <b>FOB ORIGIN</b> <input type="checkbox"/> <b>OTHER (See below)</b>		9. DISCOUNT FOR PROMPT PAYMENT  <b>NET 30</b>					
10. SUBMIT INVOICES (4 copies unless otherwise specified) TO THE ADDRESS SHOWN IN		Item  <b>BLOCK 12</b>					
CAGE CODE <b>1GX03</b> FACILITY CODE <b>SEE SCHEDULE</b>		11. SHIP TO/MARK FOR CODE					
<b>SEE SECTION B</b>  <b>DUPLICATE ORIGINAL</b>		12. PAYMENT WILL BE MADE BY: CODE <b>HQ0339</b> <b>DFAS COLUMBUS CENTER WEST ENTITLEMENT OPERATIONS P O BOX 182381 COLUMBUS OH 43218-2381</b>					
13. AUTHORITY FOR USING OTHER THAN FULL AND OPEN COMPETITION:  <input type="checkbox"/> <b>10 U.S.C. 2304 (c) ( )</b> <input type="checkbox"/> <b>41 U.S.C. 253 (c) ( )</b>		14. ACCOUNTING AND APPROPRIATION DATA:  <input type="checkbox"/> <b>OTHER - See Sec G, Clause G03</b> <input checked="" type="checkbox"/> <b>CG: 97 x 4930.5CC0 000-26.0 S33-150</b> *To be set forth on each DO <input type="checkbox"/> <b>97 x 4930.5CC0 000-22.1 S33-150 (Trans)</b> <input type="checkbox"/> <b>FMS 9711 x 8242 L009 4D 8401 GBL S380000 (Trans)</b>					
<input type="checkbox"/> <b>Award issued pursuant to the Small Business Competitiveness Demonstration Program.</b> <b>CAUTION:</b> Whenever only a portion of a Clause is set forth herein, or identified only by number and title, such portion shall not be construed as varying the meaning or intent of the entire Clause as it appears or is referred to in the Federal Acquisition Regulation (FAR) or DoD FAR Supplement. Federal Acquisition Regulation (FAR) Clauses cited throughout this Contract by Clause Title, Number, and Date are incorporated herein by reference with the same force and effect as if set forth in full text.							
<input type="checkbox"/> <b>SPECIAL REVIEW</b>		<input type="checkbox"/> <b>FMS REQUIREMENT</b>					
15G. TOTAL AMOUNT OF CONTRACT > <b>\$ SEE SEC. B</b>							
16. TABLE OF CONTENTS							
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<input checked="" type="checkbox"/>	B	SUPPLIES OR SERVICES AND PRICES/COSTS	2	PART III - LIST OF DOCUMENTS, EXHIBITS AND OTHER ATTACH			
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<input checked="" type="checkbox"/>	E	INSPECTION AND ACCEPTANCE	3		K	REPRESENTATIONS, CERTIFICATIONS AND OTHER STATEMENTS OF OFFERORS	
<input checked="" type="checkbox"/>	F	DELIVERIES OR PERFORMANCE	3		L	INSTRS, CONDS AND NOTICES TO OFFERORS	
<input checked="" type="checkbox"/>	G	CONTRACT ADMINISTRATION DATA	3		M	EVALUATION FACTORS FOR AWARD	
	H	SPECIAL CONTRACT REQUIREMENTS					
CONTRACTING OFFICER WILL COMPLETE ITEM 17 OR 18 AS APPLICABLE							
7. <input type="checkbox"/> <b>CONTRACTORS NEGOTIATED AGREEMENT</b> (Contractor is required to sign this document and return _____ copies to issuing office.) Contractor agrees to furnish and deliver all items or perform all the services otherwise identified above and on any continuation sheets for the stated herein. The rights and obligations of the parties to this subject to and governed by the following documents: (a) this solicitation, if any, and (c) such provisions, representations, and specifications, as are attached or incorporated by reference herein. Attachments are listed herein.)		18. <input checked="" type="checkbox"/> <b>AWARD</b> (Contractor is not required to sign this document.) Your offer on Solicitation Number <b>SP0750-99-R-2494</b> including the additions or changes made by you which additions or are set forth in full above, is hereby accepted as to the items listed on any continuation sheets. This award consummates the contract which consists of the following documents: (a) the Government's solicitation and your offer, and (b) this award/contract. No further contractual document is necessary.					
9A. NAME AND TITLE OF SIGNER (Type or print)		20A. NAME OF CONTRACTING OFFICER <b>LINDA J. PRYOR</b> <b>Contracting Officer</b>					
9B. NAME OF CONTRACTOR		20B. UNITED STATES OF AMERICA					
Y _____ (Signature of person authorized of sign)		BY <i>Linda J Pryor</i> (Signature of Contracting Officer)					
19C. DATE SIGNED		20C. DATE SIGNED <b>JUN 18 1999</b>					

NAME OF OFFEROR OR CONTRACTOR

## SECTION B

ITEM NO. (CLIN)	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0001	NSN: 2910-01-366-7293 BASIC YEAR ITEM DESCRIPTION: <b>FOR COMPLETE ITEM</b> <b>DECRPTION SEE SECTION B OF BASIC SOLICITATION.</b> FOB: <input type="checkbox"/> ORIGIN <input checked="" type="checkbox"/> DESTINATION FOR SHIPMENT TO: DESTINATION ZONE 1				
	FROM THROUGH	XXXXXX	X	XXXXXX	XXXXXX
	001 74	XXXXXX		\$28.65	XXXXXX
	75 221	XXXXXX		\$27.50	XXXXXX
	222 367	XXXXXX		\$27.30	XXXXXX
0002	368 & UP	XXXXXX		\$27.10	XXXXXX
	DESTINATION ZONE 2				
	FROM THROUGH	XXXXXX	X	XXXXXX	XXXXXX
	001 74	XXXXXX		\$28.45	XXXXXX
	75 221	XXXXXX		\$27.30	XXXXXX
0003	222 367	XXXXXX		\$27.10	XXXXXX
	368 & UP	XXXXXX		\$26.95	XXXXXX
	FOR SHIPMENT ON ELECTRONIC D.O.'s ONLY:				
	FROM THROUGH	XXXXXX	X	XXXXXX	XXXXXX
	001 147	XXXXXX		\$35.25	XXXXXX

NOTE: FOR PRICING PURPOSES ONLY FOR CLIN 0003, IT IS ESTIMATED THAT APPROXIMATELY 150 ORDERS MAY BE PLACED DURING THE NEXT TWELVE (12) MONTH PERIOD, FOR ESTIMATED YEARLY QUANTITIES, SEE CLAUSE 167.

0004	NSN: 2920-00-060-7252 BASIC YEAR ITEM DESCRIPTION: <b>FOR COMPLETE ITEM</b> <b>DECRPTION SEE SECTION B OF BASIC SOLICITATION.</b> FOB: <input type="checkbox"/> ORIGIN <input checked="" type="checkbox"/> DESTINATION FOR SHIPMENT TO:				
	DESTINATION ZONE 4				
	FROM THROUGH	XXXXXX	X	XXXXXX	XXXXXX
	001 94	XXXXXX		\$38.50	XXXXXX
	95 283	XXXXXX		\$37.00	XXXXXX
0005	284 471	XXXXXX		\$36.50	XXXXXX
	472 & UP	XXXXXX		\$36.00	XXXXXX
	DESTINATION ZONE 5				
	FROM THROUGH	XXXXXX	X	XXXXXX	XXXXXX
	001 94	XXXXXX		\$38.20	XXXXXX
0006	95 283	XXXXXX		\$36.70	XXXXXX
	284 471	XXXXXX		\$36.20	XXXXXX
	472 & UP	XXXXXX		\$35.70	XXXXXX
	FOR SHIPMENT ON ELECTRONIC D.O.'s ONLY:				
	FROM THROUGH	XXXXXX	X	XXXXXX	XXXXXX
	001 189	XXXXXX		\$43.50	XXXXXX

NOTE: FOR PRICING PURPOSES ONLY FOR CLIN 0006, IT IS ESTIMATED THAT APPROXIMATELY 80 ORDERS MAY BE PLACED DURING THE NEXT TWELVE (12) MONTH PERIOD, FOR ESTIMATED YEARLY QUANTITIES, SEE CLAUSE 167.

CONTRACT WILL BECOME EFFECTIVE ON THE DATE IN BLOCK 3, PAGE 1, AND IS FOR A PERIOD OF ONE YEAR'S DURATION.

NOTE: THIS IS AN IQC TYPE CONTRACT. DO NOT SHIP ANY SUPPLIES UNTIL DELIVERY ORDERS ARE ISSUED. TOTAL DOLLAR VALUE FOR MINIMUM:

BASIC YEAR

\$5,512.11

ATTN: "Funds for the minimum quantity are chargeable to the Accounting and Appropriation Data indicated in Block 14 of SF 26 and are obligated by Letter Notice Dated JUN 18 1999."

NSN 7540-01-152-8057

50336-101

OPTIONAL FORM 336 (4-86)

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## SECTION B

B02 - CONFIRMING NOTICE OF AWARD:

(X) Ltr ( ) Facsimile Dated **JUN 18 1999**

## SECTION E

E03 - INSPECTION AT DESTINATION

E04 - ACCEPTANCE AT DESTINATION.

E05 - CERTIFICATE OF CONFORMANCE (CoC) (APR 1984)  
FAR 52.246-15.

a. ( ) Not Authorized.

b. (X) Shipment based on CoC shall not be made unless authorized by CAO.

## SECTION F

F03 - F.O.B. DESTINATION.

EXPORT SHIPMENTS - PORT

Delivery Point (Wood Products):

( ) FAS ( ) FOB ( ) FOB  
Vessel Dock Port

(see clause F70 and F71)

F62 - TIME OF DELIVERY:

See Clause F62 of the basic solicitation.

## SECTION G

G01 - CONTRACTING OFFICE REPRESENTATIVE:

-- FOR POST AWARD INFORMATION CONTACT --

DSCC-LEBC Telephone: A/C 614-692-3432

G02 - NOTES TO CONTRACT ADMINISTRATION OFFICE:

a. Delinquency Reports - In accordance with FAR 42.1106(c), the Contract Administration Office may at any time initiate a report to advise the Administrative Contracting Officer and Inventory Control Manager (ICM) of any potential or actual delay in performance.

Address for ICM is as follows:

(X) DLA, Defense Supply Center Columbus  
P.O. Box 16704  
ATTN: DSCC-LEBC  
Columbus, Ohio 43216-5000

( ) See Clause H01, Table 2 of this contract.

g. Part IV of the solicitation has been retained in the contract file in accordance with FAR 14.201-1(c) and FAR 15.406-1(b).

## SECTION I

I20 - RATED ORDERS:

(X) DO A4

( ) DO B1

( ) DX

Extend the Defense Rating to your Supplier(s)

I82 - TRANSPORTATION OF SUPPLIES BY SEA

I87 - PRICE OR FEE ADJUSTMENT FOR ILLEGAL OR IMPROPER ACTIVITY

I97 - JAVITS-WAGNER-O'DAY ENTITY SUPPORT - CONTRACTOR REPORTING (DEC 1997) - DLAD 52.215-9006

The contractor shall submit periodic progress reports (no less frequently than annually) to the contracting officer regarding the contractor's subcontracting efforts relative to JWOD entities. There is not standard or prescribed format for this requirement; however, performance data accumulated and reported by the contractor must be as specified in its offer.

I99 - DRUG FREE WORKPLACE

I200 - DRUG-FREE WORK FORCE

I204 - NOTIFICATION OF TRANSPORTATION OF SUPPLIES BY SEA (DEC 1991) - DFARS 252.247-7204

(a) The Contractor has indicated by the response to the solicitation provision, Representation of Extent of Transportation by Sea, that it did not anticipate transporting by sea any supplies. If, however, after the award of this contract, the Contractor learns that supplies, as defined in the Transportation of Supplies by sea clause of this contract, will be transported by sea, the Contractor--

(1) Shall notify the Contracting Officer of the fact, and

(2) Hereby agrees to comply with all the terms and conditions of the Transportation of Supplies by Sea clause of this contract.

(b) The Contractor shall include this clause, including this paragraph (b), revised as necessary to reflect the relationship of the contracting parties, in all subcontracts hereunder.

## SECTION J

J02 - LIST OF ENCLOSURES MADE A PART OF THIS CONTRACT:

AMENDMENT 0001 dtd 5/26/99 Encl # 1

30-DAY QUOTE EXTEN. dtd 6/11/99 Encl # 2

dtd Encl #

dtd Encl #

dtd Encl #

dtd Encl #

dtd Encl #

N07 - EEO COMPLIANCE: In view of the negative representations in Provisions K02 and/or K12 of the solicitation this award is made subject to the contractor's filing the required documents with the applicable Regional office of the Department of Labor (See FAR 22.609) within 120 days after date of this contract.

## ATTACHMENT

PALLETIZATION NO. DC1636P001 - 96150

1. SCOPE. This sheet covers the requirements for palletization of DSCC items or supply for handling, shipment, and storage.

2. REFERENCED DOCUMENTS. The following documents, of the issue in effect on the date of solicitation, form a part of this palletization sheet to the extent specified herein:

Specifications

FEDERAL

NN-P-71 Pallets, Material Handling, Wood Stringer Construction, 2-way and 4-way (Partial)

Standards

MILITARY

MIL-STD-147 Palletized Unit Load

(Copies of listed federal and military specifications, standards, and associated documents listed in the Department of Defense Index of Specifications and Standards (DODISS), should be obtained from the DOD Single Stock Point, Commanding Officer, Naval Publications and Forms (Center, 5801 Tabor Ave., Philadelphia, PA 19120-5099).

3. REQUIREMENTS.

Shipments of indential items packed in four or more shipping

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containers exceeding a total of 48 cubic feet per destination shall be palletized except when the shipping containers are required to be skidded (see 3c), or a quantity of four shipping containers pallet exceeds the size of weight limitations for palletized loads (see 3a and 3b, as applicable). Shipments packed Level C shall be palletized in accordance with 3a or 3b. Shipments packed Level A or Level B shall be palletized in accordance with 3b.

a. Material may be palletized on commercial pallets provided the load meets the following requirements:

(1) The load does not exceed 52 inches in length or width, 54 inches in height, and 3,000 pounds.

(2) The load is prepared and secured in a manner that will ensure carrier acceptance and permit safe rehandling at destination.

b. Palletization shall comply with MIL-STD-147 and appendices there to modified as follows:

(1) Loads shall be stable and shall not exceed the size and overseas limitations of MIL-STD-147.

(2) Glued loads shall not be used.

(3) For Level A packing, pallets shall comply with NN-P-71, Type V, class 1, size 2, except softwood may be used and the size may be reduced to a minimum of 36 inches in length and 44 inches in width to properly fit the load.

(4) For Level B packing, pallets shall conform to NN-P-71, Type II, size 2; Type IV; or Type V, class I, size 2. Wood used to construct pallets shall be group II, III, or IV, grade A, as specified in NN-P-71.

(5) Residual quantities of less than the quantity required for one course of the load need not be palletized.

c. Palletization is not required for shipping containers that are constructed with skids. Shipping containers, except drums, exceeding 70 pounds gross weight or 40 inches in length, shall be constructed with skids, skids, shall be a minimum of 3x4 inch (nominal) lumber and shall be securely attached to permit multiple re-handling at destination. Drums shall be palletized.

Prepared by: DSCC  
Columbus, OH 43216-5000  
December 13, 1996

<b>SOLICITATION AND OFFER</b> <input checked="" type="checkbox"/> J <input type="checkbox"/> K		1. THIS CONTRACT IS A RATED ORDER UNDER DPAS (15 CFR 700)		RATING See L11 or I20	PAGE OF PAGES 01 43
2. CONTRACT NO.		3. SOLICITATION NO. SP0750-99-R-2494	4. TYPE OF SOLICITATION <input type="checkbox"/> SEALED BID (IFB) <input checked="" type="checkbox"/> NEGOTIATED (RFP)	5. DATE ISSUED 99 Mar 01	6. REQUISITION/PURCHASE NO.
7. ISSUED BY DEFENSE SUPPLY CENTER COLUMBUS ATTN: DSCC- LTCD2 P.O. BOX 16704 COLUMBUS, OHIO 43216-5010 For Post Award Inquiries - See G01			8. ADDRESS OFFER TO DEFENSE SUPPLY CENTER COLUMBUS ATTN: DSCC-PBAA (Bid Opening Room B130, Bldg 20) P.O. BOX 16653 COLUMBUS, OHIO 43216-5009 FOR COURIER SERVICE AND FACSIMILE NUMBERS - SEE BLOCK 9		

NOTE. In sealed bid solicitations "offer" and "offeror" mean "bid" and "bidder"

☐ SPECIAL REVIEW ☐ FMS REQUIREMENT SOLICITATION

9. Sealed offers in original and NO copies for furnishing the supplies or services in the Schedule will be received at the place specified in Item 3, or if handcarried, in the depository located in Bid Opening Room, Bldg 20, Room B130, 3990 East Broad Street, Columbus, OH 43213 until 1:00pm Local time 99 Apr 01  
(Hour) (Date)

Facsimile Numbers: A/C 614-692-4275, A/C 614-692-2279, or A/C 614-692-5703.

CAUTION - LATE Submissions, Modifications, and Withdrawals See Section L, Provision No. 52.214-7 or 52.215-10. All offers are subject to all terms and conditions contained in this solicitation.

10. FOR INFORMATION CALL:	A. NAME LT. T. Wade	B. TELEPHONE NO. (Include area code) (NO COLLECT CALLS) A/C (614) 692-1343
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OFFER (Must be fully completed by offeror)

NOTE. Item 12 does not apply if the solicitation includes the provisions at 52.214-16. Minimum Bid Acceptance Period. See Provision K19

12. In compliance with the above, the undersigned agrees, if this offer is accepted within (See Note Above) calendar days (60 calendar days unless a different period is inserted by the offeror) from the date for receipt of offers specified above, to furnish any or all items upon which prices are offered at the price set opposite each item, delivered at the designated point(s), within the time specified in the schedule.

13. DISCOUNT FOR PROMPT PAYMENT (See Section I, Clause No. 52.232-8)	10 CALENDAR DAYS 1/2 %	20 CALENDAR DAYS %	30 CALENDAR DAYS N/A %	CALENDAR DAYS %
14. ACKNOWLEDGEMENT OF AMENDMENTS (The offeror acknowledges receipt of amendments to the SOLICITATION for offerors and related documents numbered and dated)	AMENDMENT NO	DATE	AMENDMENT NO	DATE

15A. NAME AND ADDRESS OF OFFEROR LINWARR ASSOCIATES, INC. 4460 N. PARK STREET LAS VEGAS, NV 89129 FACSIMILE NUMBER: 702-655-7900 DUNS # 60-733-0206	CAGE CODE 16X03	FACILITY	16. NAME AND TITLE OF PERSON AUTHORIZED TO SIGN OFFER (Type or print) ROBERT K. SANCY Gen. Mgr
15B. TELEPHONE NO (include area code) 702-655-7800	15C. CHECK IF REMITTANCE ADDRESS IS DIFFERENT FROM ABOVE. ENTER SUCH ADDRESS IN SCHEDULE I12 <input type="checkbox"/>	17. SIGNATURE Robert K. Sancy	18. OFFER DATE 99 MAR 23

IMPORTANT - Award will be made on Standard Form 26, or by other authorized official written notice. SECTION A

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NAME OF OFFEROR OR CONTRACTOR

## SECTION B

NOTE: F. O. B. Destination prices shall include delivery to all destinations within zones 1 through 2 above, including delivery to port of loading within the respective zones when the ultimate destination is overseas. The following is a geographical summary of each destination zone:

- ⇒ **DESTINATION ZONE 1:** Arizona, California, Colorado, Nevada, New Mexico, Utah, Wyoming, Arkansas, Iowa, Kansas, Louisiana, Minnesota, Missouri, Nebraska, North Dakota, Oklahoma, South Dakota, Texas, Idaho, Montana, Oregon, Washington.
- ⇒ **DESTINATION ZONE 2:** Alabama, Florida, Georgia, Mississippi, North Carolina, South Carolina, Tennessee, Connecticut, Delaware, District of Columbia, Illinois, Indiana, Kentucky, Maine, Maryland, Massachusetts, Michigan, New Hampshire, New Jersey, New York, Ohio, Pennsylvania, Rhode Island, Vermont, Virginia, West Virginia, Wisconsin.

\*\*\*\*\*

THE FOLLOWING IS A LISTING OF ALL CURRENT DEFENSE STOCK LOCATIONS:

CODE DODAAD ADDRESS

⇒ ZONE 1:

AQ5 W62G2T SHARPE ARMY DEPOT, LATHROP, CA 95331-5340  
FGC FY2020 OGDEN ALC, HILL AFB, UT 84056-5990  
MBB MMSA02 MARINE CORPS LOGISTIC BASE, BARSTOW, CA 92311-5014  
NDZ N00244 NSC, 937 N HARBOR DR., SAN DIEGO, CA 92132-5089  
SBC SW3200 DIR DISTR DEFENSE DISTR REGION, WEST, TRACY, CA 95376-5000  
B52 W45N7V CORPUS CHRISTI ARMY DEPOT, SRA, CORPUS CHRISTI, TX 78419-6030  
BR4 W45G19 RED RIVER ARMY DEPOT, TEXARKANA, TX 75507-5000  
FHC FY2030 OKLAHOMA CITY ALC, TINKER AFB, OK 73145-5999  
NUZ N00406 NSC, PUGET SOUND, BREMERTON, WA 98314

⇒ ZONE 2:

BA4 W31G1Z ANNISTON ARMY DEPOT, ANNISTON, AL 36201-5021  
FLC FY2060 WARNER ROBBINS ALC, DSSMBA, ROBBINS AFB, GA 31098-5990  
MAB MMSA01 MARINE CORPS LOGISTIC BASE, ALBANY, GA 31704-5000  
NBZ N68836 NSC, NAVAL AIR STATION, JACKSONVILLE, FL 32212-0097  
PTZ N00146 MARINE CORPS AIR STATION, CHERRY POINT, NC 28533-5001  
BY6 W25G1W TOBYHANNA ARMY DEPOT, TOBYHANNA, PA 18466-5106  
NNC N00189 NAVAL SUPPLY CENTER, NORFOLK, VA 23512-5000  
SAC SW3100 DEFENSE DEPOT, MECHANICSBURG, PA 17055-0789  
SNC W25G1U NEW CUMBERLAND ARMY DEPOT, NEW CUMBERLAND, PA 17070-5001  
SRC SW0400 DEFENSE DEPOT, DGSC, RICHMOND, VA 23297-5000

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SECTION B

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**ORDERING PROCEDURES(DEC 1994) DSCC 52.216-9C35:**

- a. All orders procured through DLA will require the contractor to accept EDI transmissions in accordance with ANSI X12 STANDARDS through a registered value-added network(VAN). Transaction sets will be provided to the contractor at time of award. Manual orders may also be issued.
- b. Failure to establish system(s) connectivity for successfully receiving and processing orders in accordance with electronic procedures stated in this solicitation with 60 days after date of award may be grounds for termination of the contract by the Government.
- c. Solicitation contains Electronic Delivery Order clins, however the government may or may not award contract with electronic ordering procedures.

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## SECTION B

ITEM NO.	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
	<p>NSN 2910-01-366-7293</p> <p>ITEM DESCRIPTION:</p> <p>PUMP, FUEL, ELECTRICAL. USED ON TACTICAL QUIET GENERATORS.</p> <p>NOTE: THE CITED DRAWING IS A SOURCE CONTROLLED DRAWING AND AS OF THE DATE OF THIS SOLICITATION ONLY THE SOURCE(S) CITED BELOW HAS/HAVE BEEN APPROVED. OFFERS BASED ON SUPPLYING OTHER MANUFACTURER'S PARTS SHALL BE ACCOMPANIED BY TECHNICAL AND OTHER DATA SUFFICIENT TO EVALUATE THE ITEM FOR THE INTENDED APPLICATION AS PER THE CITED DRAWING(S). SAID EVALUATION MAY TAKE AN EXTENDED PERIOD OF TIME AND MAY THEREFORE BE APPLICABLE TO FUTURE PROCUREMENTS. FINAL APPROVAL AUTHORITY RESTS WITH THE SOURCE CONTROL ACTIVITY. CURRENT APPROVED SOURCES ARE:</p> <p>PUROLATOR (72850) P/N 40194</p> <p>"CLASS I OZONE DEPLETING CHEMICALS ARE NOT TO BE USED NOR INCORPORATED IN ANY ITEMS TO BE DELIVERED UNDER THIS CONTRACT. THIS PROHIBITION SUPERSEDES ALL SPECIFICATION REQUIREMENTS BUT DOES NOT ALLEVIATE ANY PRODUCT REQUIREMENTS. SUBSTITUTE CHEMICALS MUST BE SUBMITTED FOR APPROVAL UNLESS THEY ARE AUTHORIZED BY THE SPECIFICATION REQUIREMENTS."</p> <p>I/A/W DRAWING NR 30554 88-21738 BASIC DTD 92 MAY 04 AMEND NR F DTD 93 JUN 28 TYPE NUMBER: SOURCE CONTROL DRAWING</p> <p>DEPARTMENT OF DEFENSE PROJECT (30554) P/N 88-21738 PUROLATOR PRODUCTS CO (72850) P/N 40194</p> <p>(Provision L30 is applicable) TO BE COMPLETED BY ALL OFFERORS:</p> <p>CONTINUED ON NEXT PAGE</p>				



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ITEM NO.	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
	<p>-----</p> <p>Offer based on:</p> <p>Manufacturer's Name <u>PUROLATOR PRODUCTS CO</u></p> <p>Part Number <u>90194</u></p>				

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ITEM NO.	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
	<p>NSN 2920-00-060-7252</p> <p>ITEM DESCRIPTION: POTENTIALLY HAZARDOUS, SEE REPRESENTATION</p> <p>PARTS KIT, ELECTRICAL ENGINE STARTER</p> <p>(Provision L30 is applicable) TO BE COMPLETED BY ALL OFFERORS:</p> <p>Offer based on:</p> <p>Manufacturer's Name <u>Purolator Products Co.</u></p> <p>Part Number <u>480419</u></p>				

## SECTION B

**NOTE: FOR PRICING PURPOSES ONLY FOR CLIN 003, IT IS ESTIMATED THAT APPROXIMATELY 150 ORDERS MAY BE PLACED DURING THE NEXT TWELVE (12) MONTH PERIOD. FOR ESTIMATED YEARLY QUANTITIES, SEE CLAUSE I67.**

**NOTE: FOR PRICING PURPOSES ONLY FOR CLIN 0006, IT IS ESTIMATED THAT APPROXIMATELY 80 ORDERS MAY BE PLACED DURING THE NEXT TWELVE (12) MONTH PERIOD. FOR ESTIMATED YEARLY QUANTITIES, SEE CLAUSE I67.**

sponsored by GSA  
AR (48 CFR) 53.110

NAME OF OFFEROR OR CONTRACTOR

## SECTION B

ITEM NO. (CLIN)	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0001AA	NSN: 2910-01-366-7293 1 <sup>st</sup> OPTION YEAR				
	ITEM DESCRIPTION: PUMP, FUEL, ELECTRICAL				
	FOB: <input type="checkbox"/> ORIGIN <input checked="" type="checkbox"/> DESTINATION FOR SHIPMENT TO:				
	DESTINATION ZONE 1				
	FROM THROUGH	XXXXX	X	XXXXX	XXXXX
0002AA	001 74	XXXXX	EA	\$ 30.29	XXXXX
	75 221	XXXXX	EA	\$ 28.59	XXXXX
	222 367	XXXXX	EA	\$ 28.99	XXXXX
	368 &UP	XXXXX	EA	\$ 28.45	XXXXX
	DESTINATION ZONE 2				
0003AA	FROM THROUGH	XXXXX	X	XXXXX	XXXXX
	001 74	XXXXX	EA	\$ 30.29	XXXXX
	75 221	XXXXX	EA	\$ 28.59	XXXXX
	222 367	XXXXX	EA	\$ 28.49	XXXXX
	368 &UP	XXXXX	EA	\$ 28.39	XXXXX
0003AA	FOR SHIPMENT ON ELECTRONIC DELIVERY ORDERS ONLY:				
	FROM THROUGH	XXXXX	X	XXXXX	XXXXX
	001 147	XXXXX		\$ 37.9	XXXXX

NOTE: FOR PRICING PURPOSES ONLY FOR CLIN 0003AA, IT IS ESTIMATED THAT APPROXIMATELY 150 ORDERS MAY BE PLACED DURING THE NEXT TWELVE (12) MONTH PERIOD. FOR ESTIMATED YEARLY QUANTITIES, SEE CLAUSE I67.

0004AA	NSN: 2920-00-060-7252 1 <sup>st</sup> OPTION YEAR				
	ITEM DESCRIPTION: PARTS KIT, ELEC. ENG. STARTER				
	FOB: <input type="checkbox"/> ORIGIN <input checked="" type="checkbox"/> DESTINATION FOR SHIPMENT TO:				
	DESTINATION ZONE 1				
	FROM THROUGH	XXXXX	X	XXXXX	XXXXX
0005AA	001 94	XXXXX	EA	\$ 40.50	XXXXX
	95 283	XXXXX	EA	\$ 39.9	XXXXX
	284 471	XXXXX	EA	\$ 38.50	XXXXX
	472 &UP	XXXXX	EA	\$ 38.00	XXXXX
	DESTINATION ZONE 2				
0006AA	FROM THROUGH	XXXXX	X	XXXXX	XXXXX
	001 94	XXXXX	EA	\$ 40.20	XXXXX
	95 283	XXXXX	EA	\$ 38.70	XXXXX
	284 471	XXXXX	EA	\$ 38.20	XXXXX
	472 &UP	XXXXX	EA	\$ 37.20	XXXXX
0006AA	FOR SHIPMENT ON ELECTRONIC DELIVERY ORDERS ONLY:				
	FROM THROUGH	XXXXX	X	XXXXX	XXXXX
	001 189	XXXXX		\$ 46.0	XXXXX

NOTE: FOR PRICING PURPOSES ONLY FOR CLIN 0006AA, IT IS ESTIMATED THAT APPROXIMATELY 80 ORDERS MAY BE PLACED DURING THE NEXT TWELVE (12) MONTH PERIOD. FOR ESTIMATED YEARLY QUANTITIES, SEE CLAUSE I67.

	THIS SOLICITATION CONTAINS A MULTI-YEAR OPTION PROVISION (SEE CLAUSE I64a)				
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NAME OF OFFEROR OR CONTRACTOR

## SECTION B

ITEM NO. (CLIN)	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0001AB	NSN: 2910-01-366-7293 2 <sup>ND</sup> OPTION YEAR				
	ITEM DESCRIPTION: PUMP, FUEL, ELECTRICAL				
	FOB: <input type="checkbox"/> ORIGIN <input checked="" type="checkbox"/> DESTINATION FOR SHIPMENT TO:				
	DESTINATION ZONE 1				
	FROM THROUGH	XXXXXX	X	XXXXXX	XXXXXX
	001 74	XXXXXX	EA	\$ 31.75	XXXXXX
	75 221	XXXXXX	EA	\$ 30.32	XXXXXX
	222 367	XXXXXX	EA	\$ 30.12	XXXXXX
	368 &UP	XXXXXX	EA	\$ 29.52	XXXXXX
	DESTINATION ZONE 2				
0002AB	FROM THROUGH	XXXXXX	X	XXXXXX	XXXXXX
	001 74	XXXXXX	EA	\$ 31.75	XXXXXX
	75 221	XXXXXX	EA	\$ 30.15	XXXXXX
	222 367	XXXXXX	EA	\$ 29.75	XXXXXX
	368 &UP	XXXXXX	EA	\$ 29.25	XXXXXX
0003AB	FOR SHIPMENT ON ELECTRONIC DELIVERY ORDERS ONLY:				
	FROM THROUGH	XXXXXX	X	XXXXXX	XXXXXX
	001 147	XXXXXX		\$ 38.55	XXXXXX

NOTE: FOR PRICING PURPOSES ONLY FOR CLIN 0003AB, IT IS ESTIMATED THAT APPROXIMATELY 150 ORDERS MAY BE PLACED DURING THE NEXT TWELVE (12) MONTH PERIOD. FOR ESTIMATED YEARLY QUANTITIES, SEE CLAUSE I67.

0004AB	NSN: 2920-00-060-7252 2 <sup>ND</sup> OPTION YEAR				
	ITEM DESCRIPTION: PARTS KIT, ELEC. ENG. STARTER				
	FOB: <input type="checkbox"/> ORIGIN <input checked="" type="checkbox"/> DESTINATION FOR SHIPMENT TO:				
	DESTINATION ZONE 1				
	FROM THROUGH	XXXXXX	X	XXXXXX	XXXXXX
	001 94	XXXXXX	EA	\$ 42.52	XXXXXX
	95 283	XXXXXX	EA	\$ 41.02	XXXXXX
	284 471	XXXXXX	EA	\$ 40.52	XXXXXX
	472 &UP	XXXXXX	EA	\$ 40.02	XXXXXX
	DESTINATION ZONE 2				
0005AB	FROM THROUGH	XXXXXX	X	XXXXXX	XXXXXX
	001 94	XXXXXX	EA	\$ 42.22	XXXXXX
	95 283	XXXXXX	EA	\$ 40.22	XXXXXX
	284 471	XXXXXX	EA	\$ 40.22	XXXXXX
	472 &UP	XXXXXX	EA	\$ 39.72	XXXXXX
0006AB	FOR SHIPMENT ON ELECTRONIC DELIVERY ORDERS ONLY:				
	FROM THROUGH	XXXXXX	X	XXXXXX	XXXXXX
	001 189	XXXXXX		\$ 49.02	XXXXXX

NOTE: FOR PRICING PURPOSES ONLY FOR CLIN 0006AB, IT IS ESTIMATED THAT APPROXIMATELY 80 ORDERS MAY BE PLACED DURING THE NEXT TWELVE (12) MONTH PERIOD. FOR ESTIMATED YEARLY QUANTITIES, SEE CLAUSE I67.

	THIS SOLICITATION CONTAINS A MULTI-YEAR OPTION PROVISION (SEE CLAUSE I64a)				
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NAME OF OFFEROR OR CONTRACTOR

**SECTION B**

ITEM NO. (CLIN)	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0001AC	NSN: 2910-01-366-7293 <span style="float: right;">3<sup>RD</sup> OPTION YEAR</span>				
	ITEM DESCRIPTION: PUMP, FUEL, ELECTRICAL				
	FOB: <input type="checkbox"/> ORIGIN <input checked="" type="checkbox"/> DESTINATION FOR SHIPMENT TO:				
	DESTINATION ZONE 1				
	FROM 001 THROUGH 74	XXXXXX XXXXXX	X EA	XXXXXX \$ 33.50	XXXXXX XXXXXX
0002AC	75 221	XXXXXX	EA	\$ 31.75	XXXXXX
	222 367	XXXXXX	EA	\$ 31.69	XXXXXX
	368 &UP	XXXXXX	EA	\$ 31.35	XXXXXX
	DESTINATION ZONE 2				
	FROM 001 THROUGH 74	XXXXXX XXXXXX	X EA	XXXXXX \$ 33.15	XXXXXX XXXXXX
0003AC	75 221	XXXXXX	EA	\$ 31.50	XXXXXX
	222 367	XXXXXX	EA	\$ 31.45	XXXXXX
	368 &UP	XXXXXX	EA	\$ 31.35	XXXXXX
	FOR SHIPMENT ON ELECTRONIC DELIVERY ORDERS ONLY:				
	FROM 001 THROUGH 147	XXXXXX XXXXXX	X	XXXXXX \$ 40.50	XXXXXX XXXXXX

**NOTE: FOR PRICING PURPOSES ONLY FOR CLIN 0003AC, IT IS ESTIMATED THAT APPROXIMATELY 150 ORDERS MAY BE PLACED DURING THE NEXT TWELVE (12) MONTH PERIOD. FOR ESTIMATED YEARLY QUANTITIES, SEE CLAUSE I67.**

0004AC	NSN: 2920-00-060-7252 <span style="float: right;">3<sup>RD</sup> OPTION YEAR</span>				
	ITEM DESCRIPTION: PARTS KIT, ELEC. ENG. STARTER				
	FOB: <input type="checkbox"/> ORIGIN <input checked="" type="checkbox"/> DESTINATION FOR SHIPMENT TO:				
	DESTINATION ZONE 1				
	FROM 001 THROUGH 94	XXXXXX XXXXXX	X EA	XXXXXX \$ 44.50	XXXXXX XXXXXX
0005AC	95 283	XXXXXX	EA	\$ 43.00	XXXXXX
	284 471	XXXXXX	EA	\$ 42.50	XXXXXX
	472 &UP	XXXXXX	EA	\$ 42.00	XXXXXX
	DESTINATION ZONE 2				
	FROM 001 THROUGH 94	XXXXXX XXXXXX	X EA	XXXXXX \$ 44.30	XXXXXX XXXXXX
0006AC	95 283	XXXXXX	EA	\$ 42.70	XXXXXX
	284 471	XXXXXX	EA	\$ 42.30	XXXXXX
	472 &UP	XXXXXX	EA	\$ 41.70	XXXXXX
	FOR SHIPMENT ON ELECTRONIC DELIVERY ORDERS ONLY:				
	FROM 001 THROUGH 189	XXXXXX XXXXXX	X	XXXXXX \$ 50.00	XXXXXX XXXXXX

**NOTE: FOR PRICING PURPOSES ONLY FOR CLIN 0006AC, IT IS ESTIMATED THAT APPROXIMATELY 80 ORDERS MAY BE PLACED DURING THE NEXT TWELVE (12) MONTH PERIOD. FOR ESTIMATED YEARLY QUANTITIES, SEE CLAUSE I67.**

THIS SOLICITATION CONTAINS A MULTI-YEAR OPTION PROVISION (SEE CLAUSE I64a)				
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NAME OF OFFEROR OR CONTRACTOR

## SECTION B

ITEM NO. (CLIN)	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
	NSN: 2910-01-366-7293 4 <sup>TH</sup> OPTION YEAR				
	ITEM DESCRIPTION: PUMP, FUEL, ELECTRICAL				
	FOB: <input type="checkbox"/> ORIGIN <input checked="" type="checkbox"/> DESTINATION FOR SHIPMENT TO:				
0001AD	DESTINATION ZONE 1				
	FROM 001 THROUGH 74	XXXXXX XXXXXX	X EA	XXXXXX \$ 35.00	XXXXXX XXXXXX
	75 221	XXXXXX	EA	\$ 33.35	XXXXXX
	222 367	XXXXXX	EA	\$ 33.30	XXXXXX
	368 &UP	XXXXXX	EA	\$ 32.95	XXXXXX
0002AD	DESTINATION ZONE 2				
	FROM 001 THROUGH 74	XXXXXX XXXXXX	X EA	XXXXXX \$ 34.00	XXXXXX XXXXXX
	75 221	XXXXXX	EA	\$ 33.15	XXXXXX
	222 367	XXXXXX	EA	\$ 33.00	XXXXXX
	368 &UP	XXXXXX	EA	\$ 32.75	XXXXXX
0003AD	FOR SHIPMENT ON ELECTRONIC DELIVERY ORDERS ONLY:				
	FROM 001 THROUGH 147	XXXXXX XXXXXX	X	XXXXXX \$ 42.85	XXXXXX XXXXXX

NOTE: FOR PRICING PURPOSES ONLY FOR CLIN 0003AD, IT IS ESTIMATED THAT APPROXIMATELY 150 ORDERS MAY BE PLACED DURING THE NEXT TWELVE (12) MONTH PERIOD. FOR ESTIMATED YEARLY QUANTITIES, SEE CLAUSE I67.

	NSN: 2920-00-060-7252 4 <sup>TH</sup> OPTION YEAR				
	ITEM DESCRIPTION: PARTS KIT, ELEC. ENG. STARTER				
	FOB: <input type="checkbox"/> ORIGIN <input checked="" type="checkbox"/> DESTINATION FOR SHIPMENT TO:				
0004AD	DESTINATION ZONE 1				
	FROM 001 THROUGH 94	XXXXXX XXXXXX	X EA	XXXXXX \$ 46.70	XXXXXX XXXXXX
	95 283	XXXXXX	EA	\$ 45.00	XXXXXX
	284 471	XXXXXX	EA	\$ 44.50	XXXXXX
	472 &UP	XXXXXX	EA	\$ 44.00	XXXXXX
0005AD	DESTINATION ZONE 2				
	FROM 001 THROUGH 94	XXXXXX XXXXXX	X EA	XXXXXX \$ 46.50	XXXXXX XXXXXX
	95 283	XXXXXX	EA	\$ 45.00	XXXXXX
	284 471	XXXXXX	EA	\$ 44.20	XXXXXX
	472 &UP	XXXXXX	EA	\$ 43.70	XXXXXX
0006AD	FOR SHIPMENT ON ELECTRONIC DELIVERY ORDERS ONLY:				
	FROM 001 THROUGH 180	XXXXXX XXXXXX	X	XXXXXX \$ 54.50	XXXXXX XXXXXX

NOTE: FOR PRICING PURPOSES ONLY FOR CLIN 0006AD, IT IS ESTIMATED THAT APPROXIMATELY 80 ORDERS MAY BE PLACED DURING THE NEXT TWELVE (12) MONTH PERIOD. FOR ESTIMATED YEARLY QUANTITIES, SEE CLAUSE I67.

	THIS SOLICITATION CONTAINS A MULTI-YEAR OPTION PROVISION (SEE CLAUSE I64a)				
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## ATTENTION CONTRACTORS!!

ALL CONTRACTORS ARE REQUIRED TO REGISTER IN THE CENTRAL CONTRACTOR REGISTRATION (CCR) SYSTEM BY MAY 31, 1998 (DEFENSE FEDERAL ACQUISITION REGULATION SUPPLEMENT (DFARS) 204.7302). UNREGISTERED CONTRACTORS WILL NOT BE ELIGIBLE FOR AWARDS SOLICITED AFTER THAT DATE. YOU MAY REGISTER OR CHECK YOUR CCR REGISTRATION STATUS AT THE CENTRAL CONTRACTOR REGISTRATION SITE - (HTTP://CCR.EDI.DISA.MIL/)

HELP WITH CCR REGISTRATION IS AVAILABLE AT YOUR REGIONAL ELECTRONIC COMMERCE RESOURCE CENTER (ECRC) (HTTP://WWW.ECRC.UOFS.EDU/REGIONAL.HTML)

VENDORS WILL NEED TO SUPPLY A DUNS NUMBER WITH ALL QUOTATIONS REGARDLESS OF DOLLAR VALUE IN THE NEAR FUTURE. A DUNS NUMBER IS ALSO A REQUIREMENT FOR CCR REGISTRATION. YOU MAY REQUEST A DUNS NUMBER AT THE D-U-N-S NUMBER REQUEST FROM SITE, HTTP://WWW.DBISNA.COM/DBIS/DNSHOME.HTM

## \*\*\*ALTERNATE DISPUTE RESOLUTION (ADR) POLICY\*\*\*

It is the goal of this Center for all parties to be satisfied at contract completion. Consequently, this Center is encouraging the use of all forms of ADR to resolve differences of view that may occur under the contract, whether the differences involve disputes of contract terms, issues of administration, or merely points of inquiry. The use of any form of ADR is voluntary for all parties. Any costs associated with the use of ADR will be agreed to by both parties and with no increase in contract price, unless agreed to otherwise.

## SECTION B

### NOTICE

Any contract awarded to a contractor who, at the time of award was suspended, debarred, ineligible for receipt of contracts with Government agencies or in receipt of a notice of proposed debarment from any Government agency, is voidable at the option of the Government.

### AVAILABILITY OF AWARD INFORMATION

Large Purchases - \$100,000 and over (IFB/RFP) - Written notification is automatically mailed to all unsuccessful offerors at time of award. This notice provides the number of firms solicited, the number of offers received, the name of successful offeror and contract unit price and quantity awarded. In addition, unsuccessful offerors are also informed why their offer was not accepted.

NOTE: Firms not responding to an IFB/RFP, may request award information under the Freedom of Information Act (FOIA) by written request to this Center, ATTN: DSCC-VIIF. Include specific identification data and statement that you are willing to pay necessary fees for research and/or reproduction costs.

### PROCUREMENT HISTORY

Procurement history is not supplied with the solicitation, and will not be furnished based on telephone calls. Procurement history is now available on microfiche as follows:

- NSN History published quarterly;
- Non-NSN History published semi-annually; and
- Prior Month Award History published monthly.

Each updated microfiche set will be available in the Bid Opening Room at DCSC for public viewing. This information can be purchased by submitting a written request for history desired to: Defense Supply Center Columbus, ATTN: DSCC-VIIF, P.O. Box 3990, Columbus, Ohio 43216-5010. Requester will be advised of cost of history by return mail.

## SECTION C

### Year 2000 (Y2K) Compliant Notice:

All deliverables under this contract containing embedded microcircuit chips with a clock mechanism, timing device, or control device required to perform date/time processing involving dates subsequent to December 31, 1999, shall be year 2000 (Y2K) compliant at the time of delivery.

"Y2K compliant" means that it accurately process date/time data (including, but not limited to, calculation, comparing, and sequencing) from, into, and between the twentieth and twenty-first century, and the years 1999 and 2000 and leap year calculations, to the extent that other

(information technology) IT / non-IT items being acquired properly exchange date/time data with it.

## SECTION D

### D01 - PACKING AND MARKING (AUG 1991) DCSC 52.219-9C03

- ( ) Packaging will be in accordance with the Contractor's commercial practice, which will ensure acceptance by the carrier.

Marking will be in accordance with MIL-STD-129.

CLIN(s)

- ( ) Packaging and Marking shall be in accordance with the following DCSC Pkg sheet:

CLIN(s)	ATTACHED PKG SHT NO.	PRES/PKG QUP LEVEL	PACKING LEVEL	METHOD

- (X) Packaging Data MIL-STD-2073-1B and MIL-STD-2073-2C, 21 JUN 91. Marking will be in accordance with MIL-STD-129.

( ) OTHER:

CLIN(s)

### D02 - USE OF OAK-CHESTNUT WOOD FOR PACKING SUPPLIES (JUN 1980) - DCSC 52.210-9C05

(a) In order to prevent the spread of oak wilt disease, oak or chestnut wood shall not be used for packaging and packing of supplies to be delivered under this contract, unless the wood either is bark free and square-edged so that none of the natural rounded surface tissues remain or is bark free and has a moisture content not exceeding twenty (20) percent.

(b) The contractor must comply with and perform inspection to insure compliance with the above restrictions on use of oak or chestnut wood. If a shipment is frustrated for noncompliance, the contractor will be responsible for the cost incurred to repack the supplies; and this right of the Government shall not be affected by other provisions concerning the conclusiveness of inspection and acceptance and is in addition to and does not limit any rights of the government under other provision of the contract.

## SECTION E

### E03 - INSPECTION AT DESTINATION (NOV 1995) - DCSC 52.246-9C05

Inspection will be performed by an authorized Government inspector at destination.

### E04 - ACCEPTANCE AT DESTINATION (NOV 1995) - DCSC 52.246-9C06

(a) Acceptance for (i) contractual compliance with packaging and marking criteria, (ii) damage in-transit, (iii) condition, (iv) identity, and (v) quantity, on CONUS shipments will be performed by the receiving officer or his authorized representative at final destination.

(b) Rejected Supplies: Supplies which do not conform with the contract/order requirements will be rejected. Within 30 days after receipt of the Government's notice of rejection, the contractor either must remove the rejected supplies or make other arrangements with the contracting officer for the disposition thereof; however, if the contractor fails to do this, the Government may retain or dispose of the rejected supplies without compensating the contractor therefor and the contractor waives all rights, title or interest therein.



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SECTION D		

NSN(s): 2910-01-366-7293

**PREP FOR DELIVERY: MIL-STD-2073 (1B AND 2C 21 JUN 91) - (Manual CLINs 0001-0005)**

QUP	CODE	001
PRESERVATION METHOD	CODE	2D
CLEANING/DRYING	CODE	1
PRESERVATION MATERIAL	CODE	00
WRAPPING MATERIAL	CODE	00
CUSHIONING/DUNNAGE MATERIAL	CODE	XX
CUSHIONING/DUNNAGE THICKNESS	CODE	X
UNIT CONTAINER	CODE	E6
LEVEL OF PRESERVATION	CODE	A
OPTIONAL PROCEDURE INDICATOR(OPI)	CODE	O
INTERMEDIATE CONTAINER	CODE	YY
INTERMEDIATE CONTAINER QUANTITY	CODE	AAA
PACKING	CODE	U
	LEVEL	C

MARKING SHALL BE IN ACCORDANCE WITH MIL-STD-129M(LATEST REVISION).

SPECIAL MARKING CODE: 99 NO CODES IN THIS TABLE, ONLY MIL-STD-129.

PALLETIZATION SHALL BE IN ACCORDANCE WITH D1636P001 DATED 96150.

SUPPLEMENTAL DATA: NONE

DOD BARCODE MARKING REQUIRED IN ACCORDANCE WITH MIL-STD-129 (LATEST REVISION) AND ANSI/AIM BC 1(UNIFORM SYMBOLOGY SPECIFICATION CODE 39)

ALL CONUS DIRECT DELIVERIES AND OCNUS PRIORITIES 1 THRU 08 SHALL BE PACKAGED STANDARD COMMERCIAL IAW ASTM D 3951 WITH MIL-STD 129 MARKING (LATEST REVISION) WITHOUT LOGMARS (BARCODING)

**ALL EDI/POPS/DVD ORDERS FOR CONUS DELIVERY AND OCONUS PRIORITIES 1 THRU 8 SHALL BE PACKAGED STANDARD COMMERCIAL IAW ASTM D 3951 WITH MIL-STD-129 (LATEST REVISION) MARKING AND BARCODING IN ACCORDANCE WITH ANSI/AIM BC 1.**

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NAME OF OFFEROR OR CONTRACTOR		
SECTION D		

NSN(s): 2920-00-060-7252

**PREP FOR DELIVERY: MIL-STD-2073 (1B AND 2C 21 JUN 91) - (Manual CLINs 0006-0010)**

QUP	CODE	001
PRESERVATION METHOD	CODE	C9
CLEANING/DRYING	CODE	1
PRESERVATION MATERIAL	CODE	XX
WRAPPING MATERIAL	CODE	XX
CUSHIONING/DUNNAGE MATERIAL	CODE	XX
CUSHIONING/DUNNAGE THICKNESS	CODE	X
UNIT CONTAINER	CODE	XX
LEVEL OF PRESERVATION	CODE	A
OPTIONAL PROCEDURE INDICATOR(OPI)	CODE	O
INTERMEDIATE CONTAINER	CODE	E5
INTERMEDIATE CONTAINER QUANTITY	CODE	AAA
PACKING	CODE	U
	LEVEL	C

MARKING SHALL BE IN ACCORDANCE WITH MIL-STD-129M(LATEST REVISION).

SPECIAL MARKING CODE: 99 NO CODES IN THIS TABLE, ONLY MIL-STD-129.

PALLETIZATION SHALL BE IN ACCORDANCE WITH D1636P001 DATED 96150.

SUPPLEMENTAL DATA: NONE

DOD BARCODE MARKING REQUIRED IN ACCORDANCE WITH MIL-STD-129 (LATEST REVISION) AND ANSI/AIM BC 1(UNIFORM SYMBOLOGY SPECIFICATION CODE 39)

ALL CONUS DIRECT DELIVERIES AND OCNUS PRIORITIES 1 THRU 08 SHALL BE PACKAGED STANDARD COMMERCIAL IAW ASTM D 3951 WITH MIL-STD 129 MARKING (LATEST REVISION) WITHOUT LOGMARS (BARCODING)

**ALL EDI/POPS/DVD ORDERS FOR CONUS DELIVERY AND OCONUS PRIORITIES 1 THRU 8 SHALL BE PACKAGED STANDARD COMMERCIAL IAW ASTM D 3951 WITH MIL-STD-129 (LATEST REVISION) MARKING AND BARCODING IN ACCORDANCE WITH ANSI/AIM BC 1.**

## CONTINUATION SHEET

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(2) For wood products, notice of noncompliance with contract requirements, other than packing deficiencies, must be given by the Government to the contractor within the time limits specified in the applicable industry grading rules or standards, after receipt of shipment accompanied by a DD Form 250 or shipping document properly identifying the supplies. Notice of packing deficiencies will be furnished within 90 days after receipt of shipment.

**E05 - CERTIFICATE OF CONFORMANCE (CoC) (APR 1984) - FAR 52.246-15**  
Applicable as specified in the Award/Contract)

**E07 - INSPECTION OF SUPPLIES--FIXED PRICE (AUG 1996) - FAR 52.246-2**

**E08 - RESPONSIBILITY FOR SUPPLIES (APR 1984) - FAR 52.246-16**

**E09 - RECORDS RETENTION REQUIREMENTS (JUN 1980) - DCSC 52.204-9C01**

The Contractor shall retain receiving and inspection report records, consisting of reports reflecting receipt and inspection of supplies, equipment and material for four (4) years from the date of final payment under this contract and shall make them available upon request, to the Comptroller General of the United States, the Contracting Officer, or their authorized representatives.

**E10 - CHANGE OF INSPECTION/ACCEPTANCE POINT (AUG 1980) DCSC 52.246-9C08**

If this solicitation provides for inspection and acceptance at destination, the Government may exercise the right reserved under FAR 52.246-2, Inspection of Supplies Fixed Price and make awards requiring inspection and acceptance at origin and Clauses E01 and E02 will be applicable. Bidders must complete Provision K30, Place of Performance of the solicitation.

**SECTION F**

**F03 - F.O.B. DESTINATION (NOV 1991) - FAR 52.247-34**

In addition to this FAR clause the following clauses must be adhered to as applicable.

(a) F.O.B. DESTINATION - EVIDENCE OF SHIPMENT (JUL 1995) - FAR 52.247-48 (Applicable when supplies are purchased f.o.b. destination and inspection and acceptance are performed at origin.)

(b) DIVERSION OF SHIPMENT UNDER F.O.B. DESTINATION CONTRACTS (MAR 1989) - FAR 52.247-54

(c) PARCEL POST - F.O.B. DESTINATION SHIPMENTS (APR 1985) - DCSC: If the contractor uses his own labels for making shipments to Post Offices serving military consignees outside the United States, the parcel shall be stamped or printed with the name of the Military Department, i.e., "Defense Logistics Agency, Official Mail-Contents for Official Use - Exempt from Customs Requirements" in 1/4 inch block letters immediately above the label to permit identification and to expedite handling within the postal system. This marking does not eliminate the requirement for the payment of postage by the contractor when required by the contract provisions or when reimbursement is to be made for the cost of the postage.

EXPORT SHIPMENTS - PORT

Delivery Point (Wood Products): (see Clauses F70 and F71)

( ) FAS ( ) F.O.B. ( ) F.O.B.  
Vessel Dock Port

**F04a - ADVANCE NOTICE OF DELIVERY TO CONSIGNEES (OTHER THAN AIR OR WATER TERMINALS (AUG 1985) - DCSC INFORMATION TO VENDORS**

The contractor is responsible for requiring carriers to give telephone notice of delivery to the consignee, Transportation

Officer (Transport Control/Prelodge Desk), at least 24 hours prior to delivery of freight shipments (other than small parcels). All bills of lading must be annotated to reflect this requirement.

**F05 - LOADING, BLOCKING AND BRACING OF FREIGHT CAR SHIPMENTS (APR 1984) - FAR 52.247-58**

**F11 - DELIVERY OF EXCESS QUANTITIES (SEP 1989) FAR 52.211-17**

**F12 - GOVERNMENT DELAY OF WORK (APR 1984) - FAR 52.242-17**

**F23 - STOP-WORK ORDER (AUG 1989) - FAR 52.242-15**

**F62 - TIME OF DELIVERY (Request for Proposal Only) (OCT 1992) DCSC 52.212-9C03**

(a) The time of delivery of supplies to be furnished under any delivery order issued under this contract shall be stated in the order. The Government reserves the right to request phased delivery within the limits of the applicable schedule set forth below.

(b) Delivery is required to be made in accordance with the schedule set forth below.

QUANTITY THAT MAY BE ORDERED ANY CALENDAR MONTH		WITHIN THE NUMBER OF DAYS STATED BELOW AFTER DATE OF DELIVERY ORDER*	
NSN(s)		GOV'TS REQUIRED	OFFEROR'S PROPOSED
2910-01-366-7293	Up to 147	each 70	_____
Each add'l 49	ea. (or less)	ADD: 30	_____
2920-00-060-7252	Up to 63	each 30	_____
Each add'l 63	ea. (or less)	ADD: 30	_____
	Up to	each	_____
Each add'l	ea. (or less)	ADD:	

(c) Unless otherwise specified above, your proposal will be deemed to offer delivery in accordance with the required schedule. The Government may elect to consider for award only those proposals which comply with the required schedule but reserves the right to consider proposals which exceed the required schedule. You are therefore encouraged to submit a proposal even if you cannot comply with the required delivery schedule. If you can comply with the required delivery schedule but could offer better prices for a longer schedule, you may submit two (2) or more proposals on each item. The Government reserves the right to make awards on the basis of delivery.

(d) Delivery orders will be mailed or otherwise furnished to the Contractor on or before the day the order is dated. Therefore, in computing time available to perform each order, the Contractor must take into consideration the time required for the delivery order to arrive through ordinary mail.

(e) In the event this solicitation provides for a partial set-aside for Small Business, and the set-aside portion is awarded to the same firm that received the award of the non-set-aside portion, then the quantities shown above will be doubled.

(f) IF FIRST ARTICLE APPROVAL IS REQUIRED, delivery time for initial order will be increased by days.

For subsequent orders issued prior to first article approval, the delivery time specified in paragraph b above will be computed from the delivery date specified in the immediately preceding order.

(g) If the contractor fails to meet the first article testing schedule, or is otherwise inexcusably delinquent in the performance of any order, the Government, in addition to the other rights reserved to it, may procure the contract supplies from other sources until such time as the contractor becomes current under prior orders.

NAME OF OFFEROR OR CONTRACTOR

SECTION F

**CLAUSE F62(b) (Continued)**

**CLAUSE F62(f)**

QUANTITY THAT MAY BE  
ORDERED ANY CALENDAR  
MONTH

WITHIN THE NUMBER  
OF DAYS STATED  
BELOW AFTER DATE  
OF DELIVERY ORDER

\*IF FIRST ARTICLE  
APPROVAL IS REQD.  
delivery for initial order will  
be increased by number of days  
stated below

NSN(s)			GOV'TS REQUIRED	OFFEROR'S PROPOSED
2910-01-366-7293	Up to 147	each	70	
Each add'l 49	ea. (or less)	ADD:	30	
2920-00-060-7252	Up to 63	each	30	
Each add'l 63	ea. (or less)	ADD:	30	

**NOTE:** THE DELIVERY FOR ELECTRONIC DELIVERY ORDERS (CLINS 0003, 0006) IS TEN (10) DAYS.

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## SECTION G

G - CONTRACT ADMINISTRATION DATA to be included in Section G of the contract.

## SECTION H

H01 - MATERIAL INSPECTION AND RECEIVING REPORT (DEC 1991)  
DPAAS 252.246-7000

At the time of each delivery of supplies or services under this contract, the Contractor shall prepare and furnish to the government a material inspection and receiving report in the manner and to the extent required by Appendix F, Material Inspection and Receiving Report, of the Defense FAR Supplement.

NOTE 1: DD Forms 250 may be obtained upon request and at no cost, from the Contract Administration Office.

NOTE 2: Insure that all DD Forms 250 covering MIPR shipments indicate the MIPR Number.

NOTE 3: Wood Products shipments require supplemental data per Clause H01a.

NOTE 4: The following addresses are provided to supplement the distribution prescribed in DoD FAR SUP Appendix F, Tables 1 and 2:

Table 1 - Consignee mailing address:

(X) - See Ship-to Address in Section B.

( ) - \*APO/FPO Address in Section B.

( ) - \*APO/FPO Address:

\*NOTE: Copies must be forwarded by airmail.

Table 2 - Inventory Control Manager (ICM) copy:

( ) - Navy Status Control Activity, Army, or Air Force. (ICM)

And the MIPR processing purchase office, if applicable:

( ) - Marine Corps - Addresses as cited in Table 2.

( ) - FMS - Address will be obtained from activity administering contract.

## H17 - SUBSTITUTIONS FOR MILITARY OR FEDERAL SPECIFICATIONS AND STANDARDS (AUG 1997) DLAD 252.211-7005

(a) Definition. "SPI process," as used in this clause, means a management or manufacturing process that has been accepted previously by the Department of Defense under the Single Process Initiative (SPI) for use in lieu of a specific military or Federal specification or standard. Under SPI, these processes are reviewed and accepted by a Management Council, which includes representatives from the Defense Contract Management Command, the Defense Contract Audit Agency, and the military departments.

(b) Offerors are encouraged to propose SPI processes in lieu of military or Federal specifications and standards cited in the solicitation.

(c) An offeror proposing to use an SPI process shall -

(1) Identify the specific military or Federal specification or standard for which the SPI process has been accepted, and the specific paragraph or other location in the solicitation where the military or Federal specification or standard is required;

(2) Provide a copy of the Department of Defense acceptance of the SPI process;

(3) Identify each facility at which the offeror proposes to use the specific SPI process; and

(4) Unless provided in response to paragraph (c)(2) of this clause, provide the name and telephone number of the cognizant Administrative Contracting Officer for each facility where the SPI process is proposed for use.

(d) Absent a determination at the head of the contracting activity or program executive officer level that an SPI process is not acceptable for this procurement, the Contractor shall use the following SPI processes in lieu of military or Federal specifications and standards:

(Offeror insert information for each SPI process)

SPI Process:

Facility:  
Military or Federal  
Specification or Standard:  
Affected Contract Line Item  
and Subline Item Number and  
Requirement Citation:

Cognizant Administrative  
Contracting Officer:

## SECTION I

I02 - AUTHORIZED DEVIATIONS IN CLAUSES (APR 1984) - FAR  
52.252-6

(a) The use in this solicitation or contract of any Federal Acquisition Regulation (48 CFR Chapter 1) clause with an authorized deviation is indicated by the addition of "(DEVIATION)" after the date of the clause.

(b) The use in this solicitation or contract of any DoD FAR Supplement (48 CFR Chapter 2) or Defense Logistics Acquisition Regulation Clause with an authorized deviation is indicated by the addition of "(DEVIATION)" after the name of the regulation.

I03 - WARRANTY - ACCEPTANCE OF SUPPLIES (JUN 1989) DCSC  
52.246-9C10

This clause is applicable when surplus materials are accepted (See Clause I28), when a Certificate of Conformance (see Provision E05) supports or forms the basis for acceptance of supplies at origin by the Government, or when acceptance is performed by the Government at destination.

(a) The contractor warrants for a period of one year that the supplies at time of delivery conform to all contract requirements. If this warranty is breached, the Government at its option may (1) reject the supplies and require refund of contract price; or (2) require contractor at its expense to repair or replace the supplies; or (3) repair or correct the supplies and charge the contractor for the costs incurred; or (4) retain the supplies and require an equitable adjustment in the contract price. The Government shall mail or otherwise furnish notice to the contractor of the breach of this warranty within one year after date of delivery, inform the contractor of the option exercised, and require

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the contractor to take action accordingly. For Wood Products, notice of breach of warranty for other than packing deficiencies must be furnished by the Government within the time limits specified in the applicable industry grading rules or standards after receipt of the supplies. Any disputes as to the breach of this warranty shall be resolved under the Disputes clause of the contract.

(b) The contractor shall mark warranty items as required by paragraph 5.2.3, MIL-STD-129(h), "Marking For Shipments And Storage."

(c) The rights hereby provided the Government shall not be affected by other clauses concerning the conclusiveness of inspection and acceptance and are in addition to and do not limit any rights of the Government under other clauses of this contract.

## I05 - PREFERENCE FOR CERTAIN DOMESTIC COMMODITIES (JAN 1999) - DFARS 252.225-7012

(a) The Contractor agrees to deliver under this contract only such of the following articles that have been grown, reprocessed, reused, or produced in the United States, its possessions, or Puerto Rico:

- (1) Food;
- (2) Clothing;
- (3) Tents, tarpaulins, covers;
- (4) Cotton and other natural fiber products;
- (5) Woven silk or woven silk blends;
- (6) Spun silk yarn for cartridge cloth;
- (7) Synthetic fabric, and coated synthetic fabric, including

all textile fibers and yarns that are for use in such fabrics;

- (8) Canvas products;
- (9) Wool (whether in the form of fiber or yarn or contained in fabrics, materials, or manufactured articles), or;
- (10) Any item of individual equipment Federal Supply Classification 8465 manufactured from or containing such fibers, yarns, fabrics or materials.

(b) This clause does not apply--

- (1) To supplies listed in FAR 25.108(d)(1), or other supplies for which the Government has determined that a satisfactory quality and sufficient quantity cannot be acquired as and when needed at U.S. market prices;
- (2) To foods which have been manufactured or processed in the United States, its possessions, or Puerto Rico; and
- (3) To chemical warfare protective clothing produced in the countries listed in subsection 225.872-1 of the Defense FAR Supplement;
- (4) To purchase of fibers and yarns that are for use in synthetic fabric or coated synthetic fabric (but not the purchase of the synthetic or coated synthetic fabric itself), if such fabric is to be used as a component of an end item that is not a textile product. Examples of textile products, made in whole or in part of fabric, include--
  - (i) Draperies, floor coverings, furnishings, and bedding (Federal Supply Group 72, Household and Commercial Furnishings and Appliances);
  - (ii) Items made in whole or in part of fabric in Federal Supply Group 83, Textile/leather/furs/apparel/findings/tents/flags, or Federal Supply Group 84, Clothing, Individual Equipment and Insignia;
  - (iii) Upholstered seats (whether for household, office or other use); and
  - (iv) Parachutes (Federal Supply Class 1670); or
- (5) To purchases of articles containing para-aramid fibers and yarns manufactured in a country listed in subsection 225.872-1 of the Defense FAR Supplement, if the Secretary of Defense makes a determination for such purchases in accordance with Section 807 of Pub. L. 105-261.

## I06 - COMPETITION IN SUBCONTRACTING (DEC 1996) - FAR 52.244-5

## I07 - VALUE ENGINEERING (MAR 1989) [DEVIATION] - FAR 52.248-1

## I11 - CONFIGURATION CONTROL - ENGINEERING CHANGES, DEVIATIONS AND WAIVERS (APR 1996) - DSCC 52.248-9C01

### a. DEFINITIONS:

(1) Engineering change. A change to the current approved configuration documentation of a configuration item at any point in the life cycle of the item.

(2) Engineering change proposal (ECP). A proposed

engineering change and the documentation by which the change is described, justified, and submitted to the Government for approval or disapproval.

(3) Deviation. A specific written authorization, granted prior to the manufacture of an item, to depart from a particular requirement(s) of an item's current approved configuration documentation for a specific number of units or a specified period of time. (A deviation differs from an engineering change in that an approved engineering change requires corresponding revision of the item's current approved configuration documentation, whereas a deviation does not.)

(4) Waiver. A written authorization to accept an item, which during manufacture, or after having been submitted for Government inspection or acceptance, is found to depart from specified requirements, but nevertheless is considered suitable for use "as is" or after repair by an approved method.

b. Contractor Responsibility. ECPs should be used to make permanent changes in the Government Technical Data Package (TDP). Contractual relief should be requested using a Request for Deviation or Waiver. This is because the Government requires more time to analyze any proposal to permanently change the specifications or TDP. Cost saving improvements to the TDP should be submitted as a Value Engineering Change Proposal (VECP).

NOTE: MIL-STD-973 allows ninety days to process routine ECPs. If the contractor needs a response in less than ninety days to meet contract requirements, the contractor should consider submitting a waiver or deviation along with the ECP.

Processing Emergency and Urgent ECPs. Ordinarily, ECPs submitted by the contractor will be deemed routine. If an ECP is considered to be an emergency or urgent (as defined in MIL-STD-973), immediately notify the PCO. ECPs will be reviewed for a determination on criticality, and, if determined to be urgent or critical, the appropriate processing time-frame in paragraph 5.4.2.3.1.1 of MIL-STD-973 will be followed or the contractor will be notified otherwise.

When submitting an ECP or Request for Deviation/Request for Waiver (RFD/RFW), the contractor must follow the instructions in MIL-STD-973 (as tailored in the following paragraphs).

### (1) Engineering Change Proposals--Required Content.

(a) Follow the short form procedure in MIL-STD-973.

1. paragraphs 5.4.8 through 5.4.8.2.1;
2. paragraphs 5.4.8.2.3 through 5.4.8.2.7; and
3. Appendix D instructions.

(b) Include:

1. Requirements for notices of revision (NOR). (Instructions for NORs are in MIL-STD-973, paragraph 5.4.7 and Appendix G.)
2. Copies of drawings that have clearly been marked to identify the proposed change.
3. Any other documentation that will help in reviewing the proposed change.

### (2) Request for Deviation/Request for Waiver - Required Content.

(a) Follow the short form procedure in MIL-STD-973.

For RFD(s) - paragraphs 5.4.8.3 through 5.4.8.3.4; Appendix E instructions.

For RFW(s) - paragraphs 5.4.8.4 through 5.4.8.4.4; Appendix E instructions.

(b) Include marked drawings and any other documentation that will be required to review the proposed RFD/RFW.

(c) Identify the number of parts affected in block 17 of DD Form 1694.

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## c. Submittal Procedures

(1) Engineering Change Proposals (ECP), Deviations and Waivers initiated by the contractor must be prepared and submitted in 7 copies with supporting data as required by b.(1) above to the ACO, with an information copy to the PCO.

**WARNING:** If you do not submit complete, legible packages, ECPs may be returned without processing.

(2) Value Engineering Change Proposals (VECPs) must comply with the requirements of the Value Engineering Incentive clause of the contract and MIL-STD-973 and be submitted utilizing DD Form 1693 in 6 copies to the PCO with an information copy to the ACO, and an additional copy mailed direct to Defense Supply Center Columbus, P.O. Box 3990, Columbus, Ohio 43216-5000, ATTN: DSCC-VE.

## d. Contracting Agency responsibilities.

(1) ACO Responsibility. Within ten working days from the date of receipt of contractor's request, the ACO must submit an original and two complete legible copies of the contractor's request to the applicable technical support office.

(2) ECPs will be reviewed and decided upon within the ninety day timeframe established by MIL-STD-973. Notification of decision will be done in accordance with paragraphs 5.4.8.2.6 and 5.4.8.2.7 of MIL-STD-973.

(3) RFDs/RFWs will be reviewed per MIL-STD-973 and decisions made within 75 days from the date of receipt from the ACO.

a. Reminder - Only the PCO can change the Contract. NO OTHER GOVERNMENT REPRESENTATIVE is authorized to make a commitment for, or bind the Government.

b. Questions about the status of change requests already submitted should be directed to the procuring activity (see block 7 of the SF 33, solicitation cover sheet).

c. The period of time for evaluation and approval/disapproval of ECPs (90 days) and Deviation/Waiver (75 days) shall not constitute excusable delay in the performance of this contract by the contractor or in any way relieve the contractor from compliance with the contract delivery schedule. The submission of ECPs or deviation/waiver requests by the contractor shall not preclude the Government from exercising its rights under the default clause or any other provision of the contract. Further, any such submission shall not afford the contractor any basis for a delay claim or adjustment of the contract delivery schedule, provided the Government approves or disapproves the submission within the specified number of days after receipt thereof by the contracting officer.

**I12 - REMITTANCE ADDRESS (COMPLETE IF DIFFERENT FROM BLOCK 15A, SF33): (APR 1984) - DCSC INFORMATION TO VENDORS**

**LINMARR ASSOCIATES, INC.**  
**4460 N. PARK STREET**  
**LAS VEGAS, NV 89129**

**I13 - DEFAULT - ADMINISTRATIVE COST OF REPROCUREMENT AFTER DEFAULT (MAY 1988) - DLAD 52.249-9000**

If this contract is terminated in whole or in part for default pursuant to the clause included herein entitled "Default," and the supplies or services covered by the contract so terminated are repurchased by the Government, the Government will incur administrative costs in such repurchases. The contractor and the Government expressly agree that, in addition to any excess costs of repurchase, as provided in paragraph (b) of the "Default" clause of the contract, or any other damages resulting from such default, the contractor shall pay, and the Government shall accept, the sum of \$519.00 as payment in full for the administrative costs of such repurchase. This assessment of damages for administrative costs shall apply for any termination for

default following which the Government repurchases the terminated supplies or services, regardless of whether any other damages are incurred and/or assessed.

**I14 - BANKRUPTCY (JUL 1995) - FAR 52.242-13**

In the event the Contractor enters into proceedings relating to bankruptcy, whether voluntary or involuntary, the Contractor agrees to furnish, by certified mail, written notification of the bankruptcy to the Contracting Officer responsible for administering the contract. This notification shall be furnished within five days of the initiation of the proceedings relating to bankruptcy filing. This notification shall include the date on which the bankruptcy petition was filed, the identity of the court in which the bankruptcy petition was filed, and a listing of Government contract numbers and contracting offices for all Government contracts against which final payment has not been made. This obligation remains in effect until final payment under this contract.

**I15 - SUBSTITUTION OF ITEM AFTER AWARD (DEC 1998) - DSCC 52.246-9C13**

When the acquisition item description (AID) identifies supplies by manufacturer's name, CAGE code, and part number, the specified item(s) are the only item(s) acceptable under this contract. The contractor may not substitute a different item after award.

**I16 - CANCELLATION, RESCISSION, AND RECOVERY OF FUNDS FOR ILLEGAL OR IMPROPER ACTIVITY (JAN 1997) - FAR 52.203-8**

(a) If the Government receives information that a contractor or a person has engaged in conduct constituting a violation of subsection (a), (b), or (d) of Section 27 of the Office of Federal Procurement Policy Act (41 U.S.C. 423) (the Act), for Fiscal Year 1996 (Pub. L. 104-106), the Government may-

(1) Cancel the solicitation, if the contract has not yet been awarded or issued; or

(2) Rescind the contract with respect to which-

(i) The Contractor or someone acting for the Contractor has been convicted for an offense where the conduct constitutes a violation of subsection 27 (a) or (b) of the Act for the purpose of either-

(A) Exchanging the information covered by such subsections for anything of value; or

(B) Obtaining or giving anyone a competitive advantage in the award of a Federal agency procurement contract; or

(ii) The head of the contracting activity has determined, based upon a preponderance of the evidence, that the Contractor or someone acting for the Contractor has engaged in conduct constituting an offense punishable under subsections 27(e)(1) or the Act.

(b) If the Government rescinds the contract under paragraph (a) of this clause, the Government is entitled to recover, in addition to any penalty prescribed by law, the amount expended under the contract.

(c) The rights and remedies of the Government specified herein are not exclusive, and are in addition to any other rights and remedies provided by law, regulation, or under this contract.

**I20 - PRIORITY RATING (FEB 1996) - DLAD 52.211-9002**

This contract is assigned a priority rating under the Defense Priorities and Allocations System (DPAS) regulations (15 CFR 700) which requires contractors to utilize said rating in obtaining the products, materials and supplies needed to fill their contracts. In the event the contractor is unable to obtain the necessary products, materials and supplies to complete the contract, the contractor shall immediately advise the DCMD or the appropriate DSC priorities and allocations (P&A) officer through the cognizant ACO or contracting officer. The P&A officer or the DCMD industrial specialist will provide necessary assistance or will provide the necessary instructions to complete DoC ITA Form 999, Request for Special Priorities Assistance. This form will be processed through appropriate channels to the Department of Commerce which, upon receipt, will take action to make the needed supplies available to the applicant.

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PAGES**I21 - HAZARDOUS MATERIAL IDENTIFICATION AND MATERIAL SAFETY DATA (JAN 1997) - FAR 52.223-3**

(a) "Hazardous material", as used in this clause, includes any material defined as hazardous under the latest version of Federal Standard No. 313 (including revisions adopted during the term of the contract).

(b) The offeror must list any hazardous material, as defined in paragraph (a) of this clause, to be delivered under this contract. The hazardous material shall be properly identified and include any applicable identification number, such as National Stock Number or Special Item Number. This information shall also be included on the Material Safety Data Sheet submitted under this contract.

MATERIAL IDENTIFICATION NO.  
(If none, insert "NONE")

None

(c) This list must be updated during performance of the contract whenever the Contractor determines that any other material to be delivered under this contract is hazardous.

(d) The apparently successful offeror agrees to submit, for each item as required prior to award, a Material Safety Data Sheet, meeting the requirements of 29 CFR 1910.1200(g) and the latest version of Federal Standard No. 313, for all hazardous material identified in paragraph (b) of this clause. Data shall be submitted in accordance with Federal Standard No. 313, whether or not the apparently successful offeror is the actual manufacturer of these items. Failure to submit the Material Safety Data Sheet prior to award may result in the apparently successful offeror being considered nonresponsible and ineligible for award.

(e) If, after award, there is a change in the composition of the item(s) or a revision to Federal Standard No. 313, which renders incomplete or inaccurate the data submitted under paragraph (d) of this clause, the Contractor shall promptly notify the Contracting Officer and resubmit the data.

(f) Neither the requirements of this clause nor any act or failure to act by the Government shall relieve the Contractor of any responsibility or liability for the safety of Government, Contractor, or subcontractor personnel or property.

(g) Nothing contained in this clause shall relieve the Contractor from complying with applicable Federal, State, and local laws, codes, ordinances, and regulations (including the obtaining of licenses and permits) in connection with hazardous material.

(h) The Government's rights in data furnished under this contract with respect to hazardous material are as follows:

(1) To use, duplicate and disclose any data to which this clause is applicable. The purposes of this right are to--

(i) Apprise personnel of the hazards to which they may be exposed in using, handling, packaging, transporting, or disposing of hazardous materials;

(ii) Obtain medical treatment for those affected by the material; and

(iii) Have others use, duplicate, and disclose the data for the Government for these purposes.

(2) To use, duplicate, and disclose data furnished under this clause, in accordance with subparagraph (h)(1) of this clause, in precedence over any other clause of this clause, in precedence over any other clause of this contract providing for rights in data.

(3) The Government is not precluded from using similar or identical data acquired from other sources.

**I21a - MATERIAL SAFETY DATA SHEET (MSDS) AND HAZARD WARNING LABELS (MAR 1992) - DIAD 52.223-9000**

(a)(1) This clause is to be used in conjunction with FAR clause 52.223-3, "Hazardous Material Identification and Material Safety Data", and DFARS clause 252.223-7001, "Hazard Warning Labels." Material Safety Data Sheets (MSDSs) and Hazard Warning Labels shall be required to be submitted by the apparently successful offeror prior to contract award. Notwithstanding paragraph 4. of Federal Standard (FED-STD) 313c (1 March 1988), the contractor shall

submit MSDSs and accompanying HWLs to the contracting officer, rather than directly to the Defense General Supply Center (DGSC). This will satisfy the FED-STD requirement on the part of the contractor.

(2) The MSDS must cite the solicitation number and the applicable CAGE code of the manufacturer, the part number, and, where so identified, the National Stock Number (NSN).

**I21b - HAZARD WARNING LABELS (DEC 1991) DFARS 252.223-7001**

(a) "Hazardous material" as used in this clause, is defined in the Hazardous Material Identification and Material Safety Data clause of this contract.

(b) The Contractor shall label the item package (unit container) of any hazardous material to be delivered under this contract in accordance with the Hazard Communication Standard (29 CFR 1910.1200 et seq). The Standard requires that the hazard warning label conform to the requirements of the standard unless the material is otherwise subject to the labeling requirements of one of the following statutes:

- (1) Federal Insecticide, Fungicide and Rodenticide Act;
- (2) Federal Food, Drug and Cosmetics Act;
- (3) Consumer Product Safety Act;
- (4) Federal Hazardous Substances Act; or
- (5) Federal Alcohol Administration Act.

(c) The Offeror shall list which hazardous material listed in the Hazardous Material Identification and Material Safety Data clause of this contract will be labeled in accordance with one of the Acts in paragraphs (b)(1) through (5) of this clause instead of the Hazard communication Standard. Any hazardous material not listed will be interpreted to mean that a label is required in accordance with the Hazard Communication Standard.

MATERIAL (If None, Insert "None.") ACT

None

(d) The apparently successful Offeror agrees to submit, before award, a copy of the hazard warning label for all hazardous materials not listed in paragraph (c) of this clause. The Offeror shall submit the label with the material Safety Data Sheet being furnished under the Hazardous Material Identification and Material Safety Data clause of this contract.

(e) The Contractor shall also comply with MIL-STD-129, Marking for Shipment and Storage (including revisions adopted during the term of this contract).

**I23 - OZONE-DEPLETING SUBSTANCES (JUN 1996) - FAR 52.223-11**

(a) Definitions. "Ozone-depleting substance", as used in this clause, means any substance designated as Class I by the Environmental Protection Agency (EPA) (40 CFR Part 82), including but not limited to chlorofluorocarbons, halons, carbon tetrachloride, and methyl chloroform; or any substance designated as Class II by EPA (40 CFR Part 82), including but not limited to hydrochlorofluorocarbons.

(b) The Contractor shall label products which contain or are manufactured with ozone-depleting substances in the manner and to the extent required by 42 U.S.C. 7671j(b), (c), and (d) and 40 CFR Part 82, Subpart E, as follows:

"WARNING: Contains (or manufactured with, if applicable

a substance(s) which harm(s) public health and environment by destroying ozone in the upper atmosphere."

\*The Contractor shall insert the name of the substance(s).

**I26 - CERTIFICATION OF REQUESTS FOR EQUITABLE ADJUSTMENT (MAR 1996) - DFARS 252.243-7002**

(a) The amount of any request for equitable adjustment to contract terms shall accurately reflect the contract



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adjustment for which the Contractor believes the Government is liable. The request shall include only costs for performing the change, and shall not include any costs that already have been reimbursed or that have been separately claimed. All indirect costs included in the request shall be properly allocable to the change in accordance with applicable acquisition regulations.

(b) In accordance with 10 U.S.C. 2410(a), any request for equitable adjustment to contract terms that exceeds the simplified acquisition threshold shall bear, at the time of submission, the following certificate executed by an individual authorized to certify the request on behalf of the Contractor:

I certify that the request is made in good faith, and that the supporting data are accurate and complete the best of my knowledge and belief.

(Official's Name)

(Title)

(c) The certification in paragraph (b) of this clause requires full disclosure of all relevant facts, including--

(1) Cost or pricing data if required in accordance with FAR 15.403-4 of the Federal Acquisition Regulation (FAR); and

(2) Information other than cost or pricing data, in accordance with subsection 15.403-3 of the FAR, including actual cost data and data to support any estimated costs, even if cost or pricing data are not required.

(d) The certification requirement in paragraph (b) of this clause does not apply to--

(1) Requests for routine contract payments; for example, requests for payment for accepted supplies and services, routine vouchers under a cost-reimbursement type contract, or progress payment invoices; or

(2) Final adjustments under an incentive provision of the contract.

**133 - Required Central Contractor Registration (Mar 1998)  
DFARS 252.204-7004**

(a) Definitions. As used in this clause--

(1) Central Contractor Registration (CCR database means the primary DoD repository for contractor information required for the conduct of business with DoD.

(2) Data Universal Numbering System (DUNS) number means the 9-digit number assigned by Dun and Bradstreet Information Services to identify unique business entities.

(3) Data Universal Numbering System +4 (DUNS+4) number means the DUNS number assigned by Dun and Bradstreet plus a 4-digit suffix that may be assigned by a parent (controlling) business concern. This 4-digit suffix may be assigned at the discretion of the parent business concern for such purposes as identifying subunits or affiliates of the parent business concern.

(4) Registered in the CCR database means that all mandatory information, including the DUNS number or the DUNS+4 number, if applicable, and the corresponding Commercial and Government Entity (CAGE) code, is in the CCR database; the DUNS number and the CAGE code have been validated; and all edits have been successfully completed.

(b) (1) By submission of an offer, the offeror acknowledges the requirement that a prospective awardee must be registered in the CCR database prior to award, during performance, and through final payment of any contract resulting from this solicitation, except for awards to foreign vendors for work to be performed outside the United States.

(2) The offeror shall provide its DUNS or, if applicable, its DUNS+4 number with its offer, which will be used by the Contracting Officer to verify that the offeror is registered in the CCR database.

(3) Lack of registration in the CCR database will make an offeror ineligible for award.

(4) DoD has established a goal of registering an applicant in the CCR database within 48 hours after receipt of a complete and accurate application via the Internet. However, registration of an applicant submitting an application through a method other than the Internet may take up to 30 days. Therefore, offerors that are not registered should consider applying for registration immediately upon receipt of this solicitation.

(c) The Contractor is responsible for the accuracy and completeness of the data within the CCR, and for any liability resulting from the Government's reliance on inaccurate or incomplete data. To remain registered in the CCR database after the initial registration, the Contractor is required to confirm on an annual basis that its information in the CCR database is accurate and complete.

(d) Offerors and contractors may obtain information on registration and annual confirmation requirements by calling 1-888-227-3423, or via the Internet at <http://ccr.edi.disa.mil>.

**134 BUY AMERICAN ACT-NORTH AMERICAN FREE TRADE AGREEMENT IMPLEMENTATION ACT-BALANCE OF PAYMENTS PROGRAM  
(Applicable over \$53,150) (MAR 1998) DFARS 252.225-7036  
ALTERNATE I (Applicable at \$25,000-\$53,150) (MAR 1998)**

(a) Definitions. As used in this clause--

(1) Components means those articles, materials, and supplies directly incorporated into end products.

(2) Domestic end product means--

(i) An unmanufactured end product that has been mined or produced in the United States; or

(ii) An end product manufactured in the United States if the cost of its qualifying country components and its components that are mined, produced, or manufactured in the United States exceeds 50 percent of the cost of all its components. The cost of components shall include transportation costs to the place of incorporation into the end product and U.S. duty (whether or not a duty-free entry certificate may be issued). A component shall be considered to have been mined, produced, or manufactured in the United States (regardless of its source in fact) if the end product in which it is incorporated is manufactured in the United States and the component is of a class or kind--

(A) Determined to be not mined, produced, or manufactured in the United States in sufficient and reasonably available commercial quantities and of a satisfactory quality; or

(B) That the Secretary concerned determines would be inconsistent with the public interest to apply the restrictions of the Buy American Act.

(3) End product means those articles, materials, and supplies to be acquired for public use under the contract. For this contract, the end products are the line items to be delivered to the Government (including supplies to be acquired by the Government for public use in connection with service contracts, but excluding installation and other services to be performed after delivery).

(4) Foreign end product means an end product other than a domestic end product.

(5) North American Free Trade Agreement (NAFTA) country means Canada or Mexico.

(6) NAFTA country end product means an article that--

(i) Is wholly the growth, product, or manufacture of a NAFTA country; or

(ii) In the case of an article that consists in whole or in part of materials from another country or instrumentality, has been substantially transformed in a NAFTA country in to a new and different article of commerce with a name, character, or use distinct from that of the article or articles from which it was so transformed. The term refers to a product offered for purchase under a supply contract, but for purposes of calculating the value of the end product includes services (except transportation services) incidental to its supply, provided that the value of those incidental services does not exceed the value of the product itself.

(7) Qualifying country means any country set forth in subsection 225.372-1 of the Defense Federal Acquisition Regulation Supplement.

(8) Qualifying country component means an item mined, produced, or manufactured in a qualifying country.

(9) Qualifying country end product means--

(i) An unmanufactured end product mined or produced in a qualifying country; or

(ii) An end product manufactured in a qualifying country if the cost of the components mined, produced, or manufactured in the qualifying country and its components mined, produced, or manufactured in the United States exceeds 50 percent of the cost of all its components.

(b) Unless otherwise specified, the North American Free Trade Agreement Implementation Act of 1993 (19 U.S.C. 3301 note) applies to all items in the Schedule.

(c) The Contractor agrees to deliver under this contract only domestic end products unless, in its offer, it specified

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delivery of qualifying country, NAFTA country, or other foreign end products in the Buy American Act-North American Free Trade Agreement Implementation Act-Balance of Payments Program Certificate provision of the solicitation. An offer certifying that a qualifying country end product or a NAFTA country end product will be supplied requires the Contractor to supply a qualifying country end product or a NAFTA country end product, whichever is certified, or, at the Contractor's option, a domestic end product.

d) The offered price of qualifying country end products, or NAFTA country end products for line items subject to the North American Free Trade Agreement Implementation Act, should not include custom fees or duty. The offered price of foreign end products listed in paragraph (c)(2)(ii) of the Buy American Act-North American Free Trade Agreement Implementation Act-Balance of Payments Program Certificate provision of the solicitation, or the offered price of domestic end products that contain nonqualifying country components, must include all applicable duty. The award price will not include duty for end products or components that are to be accorded duty-free entry. Generally, each foreign end product listed in paragraph (c)(2)(iii) of the Buy American Act-North American Free Trade Agreement Implementation Act-Balance of Payments Program Certificate provision of the solicitation is adjusted for the purpose of evaluation by adding 50 percent of the offered price, inclusive of duty.

## ( ) ALTERNATE I (MAR 1998)

(Applicable for acquisitions between \$25,000 - \$53,150)

(a)(4) Canadian end product, means an article that -

(i) Is wholly the growth, product, or manufacture of Canada; or

(ii) In the case of an article that consists in whole or in part of materials from another country or instrumentality, has been substantially transformed in Canada into a new and different article of commerce with a name, character, or use distinct from that of the article or articles from which it so was so transformed. The term refers to a product offered for purchase under a supply contract, but for purposes of calculating the value of the end product includes services (except transportation services) incidental to its supply, provided that the value of those incidental services does not exceed that of the product itself.

(c) The Contractor agrees to deliver under this contract only domestic end products unless, in its offer, it specified delivery of qualifying country, Canadian, or other foreign end products in the Buy American Act-North American Free Trade Agreement Implementation Act-Balance of Payments Program Certificate provision of the solicitation. An offer certifying that a qualifying country end product or a Canadian end product will be supplied requires the Contractor to supply a qualifying country end product or a Canadian end product, whichever is certified, or, at the Contractor's option, a domestic end product.

d) The offered price of qualifying country end products, or Canadian end products for line items subject to the North American Free Trade Agreement Implementation Act, should not include custom fees or duty. The offered price of foreign end products listed in paragraph(c)(2)(iii) of the Buy American Act-North American Free Trade Agreement Implementation Act-Balance of Payments Program Certificate provision of the solicitation, or the offered price of domestic end products that contain nonqualifying country components, must include all applicable duty. The award price will not include duty for end products or components that are to be accorded duty-free entry. Generally, each foreign end product listed in paragraph (c)(2)(iii) of the Buy American Act-North American Free Trade Agreement Implementation Act-Balance of Payments Program Certificate provision of the solicitation is adjusted for the purpose of evaluation by adding 50 percent of the offered price, inclusive of duty.

I35 - PRODUCTION FACILITY CHANGES (APR 1985) - DSCC  
52.215-9C04

The performance of any of the work contracted for in any place other than that named in the contract is prohibited unless specifically approved by the DSCC Contracting Officer. Written requests for a change in production facilities must be submitted to the DSCC Contracting Officer, changes in production facilities may be approved, provided (1) performance by small business or in labor surplus areas as required by the contract will not be changes; (2) the change

will not cause a delay in delivery or necessitate a change in the purchase description; (3) the F.O.B. point is not changed; and (4) each request is supported by a price reduction of \$250.00 to cover the government's administrative costs to process the change.

I53 - SPECIAL PROHIBITION ON EMPLOYMENT (JUN 1997)  
DFARS 252.203-7001

(a) Definitions. As used in this clause--

(1) "Arising out of a contract with the DoD" means any act in connection with--(i) Attempting to obtain; (ii) Obtaining, or (iii) Performing a contract or first-tier subcontract of any agency, department, or component of the Department of Defense (DoD).

(2) "Conviction of fraud or any other felony" means any conviction for fraud or a felony in violation of state or Federal criminal statutes, whether entered on a verdict or plea, including a plea of nolo contendere, for which sentence has been imposed.

(3) "Date of conviction" means the date judgment was entered against the individual.

(b) 10 U.S.C. 2408 provides that any individual who is convicted after September 29, 1988, of fraud or any other felony arising out of a contract with the DoD is prohibited from:

(1) Working in a management or supervisory capacity on any DoD contract or first-tier subcontract;

(2) Serving on the board of directors of any DoD contractor or first-tier subcontractor; or

(3) Serving as a consultant to any DoD contractor or first-tier subcontractor.

(c) Unless waived, the prohibition in paragraph (b) applies for five years from the date of conviction.

(d) 10 U.S.C. 2408 further provides that a defense contractor or first-tier subcontractor shall be subject to a criminal penalty of not more than \$500,000 if convicted of knowingly--

(1) Employing a person under a prohibition specified in paragraph (b) of this clause; or

(2) Allowing such a person to serve on the board of directors of the contractor or first-tier subcontractor.

(e) In addition to the criminal penalties contained in 10 U.S.C. 2408, the Government may consider other available remedies, such as--

(1) Suspension or debarment;

(2) Cancellation of the contract at no cost to the Government; or

(3) Termination of the contract for default.

(f) The Contractor may submit written requests for waiver of the prohibitions in paragraph (b) of this clause to the Contracting Officer. Requests shall clearly identify--

(1) The person involved;

(2) The nature of the conviction and resultant sentence or punishment imposed;

(3) The reasons for the requested waiver; and,

(4) An explanation of why a waiver is in the interest of national security.

(g) The Contractor agrees to include the substance of this clause, appropriately modified to reflect the identity and relationship of the parties, in all first-tier subcontracts exceeding the simplified acquisition threshold in Part 2 of the Federal Acquisition Regulation, except those for commercial items or components.

(h) Pursuant to 10 U.S.C. 2408(c), defense contractors and subcontractors may obtain information as to whether a particular person has been convicted of fraud or any other felony arising out of a contract with the DoD by contacting The Office of Justice Programs, The Denial of Benefits Office, U.S. Department of Justice, telephone (202) 516-3507.

I55 - ACQUISITIONS FROM SUBCONTRACTORS SUBJECT  
TO ON-SITE INSPECTION UNDER THE INTERMEDIATE -  
RANGE NUCLEAR FORCES (INF) TREATY (NOV 1995) -  
DFARS 52.209-7000

(a) The contractor shall not deny consideration for a subcontract award under this contract to a potential subcontractor subject to on-site inspection under the INF Treaty solely or in part because of actual or potential presence of Soviet inspectors at the subcontractor's facility unless this decision is approved by the contracting officer.

(b) The contractor shall incorporate this clause, with appropriate changes to identify properly the contracting parties, including this paragraph (b), in all solicitations and contracts exceeding the simplified acquisition threshold

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in Part 13 of the Federal Acquisition Regulation, except those for commercial items.

**I61 - ORDERING (OCT 1995) - FAR 52.216-18**

(a) Any supplies and services to be furnished under this contract shall be ordered by issuance of delivery orders or task orders by the individuals or activities designated in the Schedule. Such orders may be issued from (see Clause I64 entitled "Contract Period" below).

(b) All delivery orders or task orders are subject to the terms and conditions of this contract. In the event of conflict between a delivery order and this contract, the contract shall control.

(c) If mailed, a delivery order or task order is considered "issued" when the Government deposits the order in the mail. Orders may be issued orally, by facsimile, or by electronic commerce methods only if authorized in the Schedule.

\*NOTE: The designated ordering activity is Defense Supply Center Columbus, Columbus, Ohio.

**I62 - PRICING OF DELIVERY ORDERS (DEC 1979) - DCSC 52.216-9C02**

(a) In pricing delivery orders requiring delivery of one NSN to multiple destinations, the price for each destination will be based on:

(X) (1) The quantity range price based on the total quantity of the NSN being procured under each delivery order regardless of destination.

( ) (2) The quantity being shipped to each destination.

(b) If this solicitation provides for partial set-aside and the set-aside portion is awarded to the same contractor receiving the award on the non-set-aside portion, the pricing of delivery orders will be accordance with paragraph (a) above.

(c) The minimum quantity to be ordered, per destination, will be the minimum ordering range quantity if specified in section B hereof, for each item.

**I63 - ORDER LIMITATIONS (OCT 1995) - FAR 52.216-19**

(a) Minimum order. When the Government requires supplies or services covered by this contract in an amount of less than ONE EACH, the Government is not obligated to purchase, nor is the Contractor obligated to furnish, those supplies or services under the contract.

(b) Maximum order. The Contractor is not obligated to honor--

(1) Any order for a single item in excess of SEE NEXT PG. ;

or (2) Any order for a combination of items in excess of ; or

(3) A series of orders from the same ordering office within 90 days that together call for quantities exceeding the limitation in subparagraph (1) or (2) above.

(c) If this is a requirements contract (i.e., includes the Requirements clause at subsection 52.216-21 of the Federal Acquisition Regulation (FAR)), the Government is not required to order a part of any one requirement from the Contractor if that requirement exceeds the maximum-order limitations in paragraph (b) above. See the following note for exception.

NOTE: If this solicitation provides for a 50% partial set-aside for Small Business/LSA Small Business, the maximum order limitation under Clause I63 is based on one-half the yearly requirement. If the set-aside portion is awarded to the same firm that received the award of the non-set-aside portion, then the quantities specified in (b) above will be doubled.

(d) Notwithstanding paragraphs (b) and (c) above, the Contractor shall honor any order exceeding the maximum order limitations in paragraph (b), unless that order (or orders) is returned to the ordering office within 20 days after issuance, with written notice stating the Contractor's intent not to ship the item (or items) called for and the reasons. Upon receiving this notice, the Government may acquire the supplies or services from another source.

**I64 - CONTRACT PERIOD (MAR 1981) - DCSC 52.216-9C03**

(a) The contract period will be for one year beginning

(X) on date of award;

( ) on a date to be specified not later than days after date of award.

The effective date of the contract will be stated in the award.

(b) If this solicitation provides for a partial set-aside, contracts awarded for the set-aside portion of this acquisition will contain the same terms and conditions as in this solicitation. The contract period for the set-aside portion will be adjusted to expire on the ending date for the non-set-aside contract; however, orders will be equitably distributed between the non-set-aside and the set-aside contracts based on the contract period of the non-set-aside contract.

**I64a - EXTENSION OF CONTRACT PERIOD (JUN 1989) - DCSC 52.212-9C04**

The period of this contract may be extended by the Government one or more times, for a period of not less than 365 days for each extension; however, the total of such extensions shall not exceed ( ) ninety (90) days (X) 5YR.

The contract period may be extended by the Government's mailing or otherwise furnishing notice of extension to the contractor at least fourteen (14) days prior to the expiration date of the contract. The expiration date is that date set forth in the contract at the time of award or the expiration date specified in any extension of the contract period pursuant to this clause. The contract prices shall apply during an extension of the contract period, unless different prices for the extended contract period are entered in the space provided in Section B. The Government may reject an offer as nonresponsive if it is materially unbalanced as to prices for the basic requirement and the option quantities. An offer is unbalanced when it is based on prices significantly less than cost for some work and prices which are significantly overstated for other work. This Clause will be used in the evaluation of offers.

**I67 - ESTIMATED TOTAL QUANTITY (MAY 1981) - DCSC 52.212-9C20**

(a) The estimated total quantity the Government expects to order during the contract period is as follows:

CLIN(s)	QUANTITY	CLIN(s)	QUANTITY
---------	----------	---------	----------

SEE PAGE AFTER NEXT

(b) In the event this solicitation provides for a partial set-aside the estimated total quantity for the set-aside portion is as provided in the clause entitled "Set-Aside Portion" set forth in Section I of the solicitation.

NOTE: It is anticipated that the quantities listed will remain constant for the additional option periods indicated in Clause I64b.

**I68 - INDEFINITE QUANTITY (OCT 1995) - FAR 52.216-22**

(a) This is an indefinite quantity contract for the supplies or services specified, and effective for the period stated, in the Schedule. The quantities of supplies and services specified in the Schedule are estimates only and are not purchased by this contract.

(b) Delivery or performance shall be made only as authorized by orders issued in accordance with the Ordering clause. The Contractor shall furnish to the Government, when and if ordered, the supplies or services specified in the Schedule up to and including the quantity designated in the

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Clause 163 continued

<u>NSN</u>	<u>MINIMUM</u>	<u>MAXIMUM</u>	<u>CLINS</u>
2910-01-366-7293	1	588	0001-0002
2920-00-060-7252	1	756	0004-0005

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CLAUSE I67 (Continued)

NSN NO:	CLINS:	QUANTITY:
2910-01-366-7293	0001-0002	588
	0003	294
2920-00-060-7252	0004-0005	756
	0006	378

**Note:** Reference Provision M61 for an explanation on how stock quantities will be evaluated. CLIN(s) 3 and 6 will be evaluated for price reasonableness only. CLIN(s) 3 and 6 are to cover unexpected contingencies and may be used or applied by the Government to fill these requirements. CLIN(s) 3 and 6 will not be included in the overall evaluated contract amount.

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Schedule as the "maximum." The Government shall order at least the quantity of supplies or services designated in the Schedule as the "minimum."

(c) Except for any limitations on quantities in the Order Limitations clause or in the Schedule, there is no limit on the number of orders that may be issued. The Government may issue orders requiring delivery to multiple destinations or performance at multiple locations.

(d) Any order issued during the effective period of this contract and not completed within that period shall be completed by the Contractor within the time specified in the order. The contract shall govern the Contractor's and Government's rights, and obligations with respect to that order to the same extent as if the order were completed during the contract's effective period; provided, that the Contractor shall not be required to make any deliveries under this contract after one year from the expiration date of this contract or final scheduled delivery date under any delivery order places hereunder, whichever is later.

I69 - CONTRACT LIMITATIONS (MAR 1998) DSCC 52.216-9C06

(X) (a) For the purposes of determining the obligations of the parties hereto with respect to the quantities to be furnished/ordered during the contract period, the following minimum and maximum quantities or dollar figures are established:

- (1) Minimum Quantity or Dollar Figure: SEE NXT. PG.
- (2) Maximum Quantity or Dollar Figure: SEE NXT. PG.

The Government is obligated to order only the minimum quantity or dollar figure stated above.

( ) (b) PARTIAL SET-ASIDES - If this solicitation provides for a partial Small Business set-aside and the resulting award is made to a contractor receiving the set-aside and non set-aside portion, the quantities specified in paragraph (a) will be doubled.

( ) (c) Multiple NSNs - The CONTRACT MINIMUM will be , which is the total of the individual quantity or dollar estimates for all NSNs listed below. The totals listed below are estimates only and will be used to determine the minimum quantity or dollar value of the contract in the event of split awards. If there are split awards, the contract minimum will become the total of the estimates below for the NSNs awarded. The resulting contract minimum applies to the entire range of items awarded and does not guarantee that the Government will purchase any particular quantity or dollar amount of any NSN awarded. The CONTRACT MAXIMUM will be , which is the total of the individual quantities or dollar estimates for all NSNs listed below.

NSN	MINIMUM QUANTITY	MAXIMUM QUANTITY
	OR DOLLAR VALUE	OR DOLLAR VALUE

ITEMS  
Ship propulsion shafts  
Periscope tubes  
Ring forgings for bull gears

CATEGORIES  
Excludes service and landing craft shafts  
All  
All greater than 120 inches in diameter

(b) The Contractor agrees that end items and their components delivered under this contract shall contain forging items that are of domestic manufacture only.

(c) The restriction in paragraph (b) of this clause may be waived upon request from the Contractor in accordance with section 225.7102-3 of the Defense Federal Acquisition Regulation Supplement.

(d) The Contractor agrees to retain records showing compliance with this restriction until 3 years after final payment and to make records available upon request of the Contracting Officer.

(e) The Contractor agrees to insert this clause, including this paragraph (e), in subcontracts and purchase orders issued in performance of this contract, when products purchase contain restricted forging items.

I82 - TRANSPORTATION OF SUPPLIES BY SEA (NOV 1995) -  
DFARS 252.247-7023

(a) Definitions: As used in this clause:

(1) "Components" means articles, materials, and supplies incorporated directly into end products at any level of manufacture, fabrication or assembly by the Contractor or any subcontractor.

(2) "Department of Defense" (DoD) means the Army, Navy, Air Force, Marine Corps, and defense agencies.

(3) "Foreign flag vessel" means any vessel that is not a U.S.-flag vessel.

(4) "Ocean transportation" means any transportation aboard a ship, vessel, boat, barge, or ferry through international waters.

(5) "Subcontractor" means a supplier, materialman, distributor or vendor at any level below the prime contractor whose contractual obligation to perform results from, or is conditioned upon, award of the prime contract and who is performing any part of the work or other requirement of the prime contract.

(6) "Supplies" means all property except land and interests in land that is clearly identifiable for eventual use by the armed services, or owned by the armed services, at the time of transportation by sea. (i) An item is clearly identifiable for eventual use by DoD if, for example, the contract documentation contains a reference to a DoD contract number or a Military destination. (ii) "Supplies" includes (but is not limited to) public works, buildings and facilities, ships, floating equipment and vessels of every character, type, and description, together with parts, subassemblies, accessories, and equipment, machine tools, material, equipment, and stores of all kinds; end items, construction materials and the components of the foregoing.

(7) "U.S.-flag vessel" means a vessel of the United States or belonging to the United States, including any vessel registered or having national status under the laws of the United States.

(b) The Contractor shall employ United States-flag vessels in the transportation by sea of any supplies to be furnished in the performance of this contract. The Contractor and its subcontractors may request that the Contracting Officer authorize shipment in foreign flag vessels, or designate available U.S. flag vessels, if the Contractor or a subcontractor believes that: (1) U.S.-flag vessels are not available for timely shipment; (2) the freight charges are excessive or unreasonable; or (3) freight charges are higher than charges to private persons for transportation of like goods.

(c) The Contractor must submit any request for use of other than U.S.-flag vessels in writing to the Contracting Officer at least forty-five (45) days prior to the sailing date for the shipper to meet its delivery schedules. The Contracting Officer will process requests submitted after such date(s) as expeditiously as possible but the Contracting Officer's failure to grant approvals to meet the shipper's sailing date will not of itself constitute a compensable delay under this or any other clause of this contract.

The request shall contain at a minimum:

- (1) Type, weight, and cube of cargo.
- (2) Required shipping date.
- (3) Special handling and discharge requirements.
- (4) Loading and discharge points.
- (5) Name of shipper and consignee.

I81 - RESTRICTION ON ACQUISITION OF FORGINGS (JUN 1997)  
DFARS 252.225-7025

(a) Definitions.

As used in this clause--

(1) "Domestic manufacture" means manufactured in the United States or Canada if the Canadian firm--

(i) Normally produces similar items or is currently producing the item in support of DoD contracts (as prime or subcontractor); and

(ii) Agrees to become (upon receiving a contract/order) a planned producer under DoD's Industrial Preparedness Program (IPP), if it is not already a planned producer for the item.

(2) "Forging items" means--

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Clause 169 continued

NSN NO.	MINIMUM QUANTITY	MAXIMUM QUANTITY
2910-01-366-7293	74	882
2920-00-060-7252	95	1134

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(6) Prime contract number.  
(7) A documented description of efforts made to secure U.S.-flag vessels, including points of contact with at least two (2) U.S.-flag carriers contacted by name and telephone number. Copies of telephone notes, telegraphic and facsimile messages or letters will be sufficient for this purpose.

(d) The Contractor shall, within thirty (30) days after each shipment covered by this clause, provide the Contracting Officer and the Division of National Cargo, Office of Market Development, Maritime Administration, U.S. Department of Transportation, Washington, DC 20590, one copy of the rated on board vessel operating carrier's ocean-bill-of-lading, which shall contain the following information:

- (1) Applicable Government prime contract number;
- (2) Name of vessel;
- (3) Vessel flag of registry;
- (4) Date of loading;
- (5) Port of loading;
- (6) Port of final discharge;
- (7) Description of commodity;
- (8) Gross weight in pounds and cubic feet if applicable;
- (9) Total ocean freight in U.S. dollars.
- (10) Name of steamship company.

(e) The Contractor agrees to provide with its final invoice under this contract a representation that to the best of its knowledge and belief:

- (1) No ocean transportation was used in the performance of this contract;
- (2) Ocean transportation was used and only United States-flag vessels were used for all ocean shipments under the contract.
- (3) Ocean transportation was used, and to the extent any non-U.S.-flag vessels were used, the Contractor had the written consent of the Contracting Officer for all non-U.S.-flag ocean transportation; or
- (4) Ocean transportation was used and some or all of the shipments were made on non-U.S.-flag vessels without the written consent of the Contracting Officer. These shipments were as follows:

ITEM DESCRIPTION	CONTRACT LINE ITEMS	QUANTITY
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____
TOTAL	_____	_____

(f) If the invoice does not include the required representation, the Government will be reject and return it to the Contractor as an improper invoice for the purposes of the clause of the contract entitled "Prompt Payment". In the event there has been unauthorized use of non-U.S.-flag vessels in the performance of this contract, the Contracting Officer is entitled to equitably adjust the contract, based on the unauthorized use.

(g) The contractor shall include this clause, including this paragraph (g) in all subcontracts under this contract, which exceed the simplified acquisition threshold in Part 13 of the Federal Acquisition Regulation.

**187 - PRICE OR FEE ADJUSTMENT FOR ILLEGAL OR IMPROPER  
ACTIVITY (JAN 1997) - FAR 52.203-10**

(a) The Government, at its election, may reduce the price of a fixed-price type contract or contract modification and the total cost and fee under a cost-type contract or contract modification by the amount of profit or fee determined as set forth in paragraph (b) of this clause if the head of the contracting activity or his or her designee determines that there was a violation of subsection 27(a) of the Office of Federal Procurement Policy Act, as amended (41 U.S.C. 423), as implemented in the FAR. In the case of a contract modification, the fee subject to reduction is the fee specified in the particular contract modification at the time of execution, except as provided in subparagraph (b)(5) of this clause.

(b) The price or fee reduction referred to in paragraph (a) of this clause shall be--

(1) For cost-plus-fixed-fee contracts, the amount of the fee specified in the contract at the time of award;

(2) For cost-plus-incentive-fee contracts, the target fee specified in the contract at the time of award notwithstanding any minimum fee or "fee floor" specified in the contract.

(3) For cost-plus-award-fee contracts--

(i) The base fee established in the contract at the time of contract award;

(ii) If no base fee is specified in the contract, 30 percent of the amount of each award fee otherwise payable to the Contractor for each award fee evaluation period or at each award fee determination point.

(4) For fixed-price-incentive contracts, the Government may--

(i) Reduce the contract target price and contract target profit both by an amount equal to the initial target profit specified in the contract at the time of contract award; or

(ii) If an immediate adjustment to the contract target price and contract target profit would have a significant adverse impact on the incentive price revision relationship under the contract, or adversely affect the contract financing provisions, the Contracting Officer may defer such adjustment until establishment of the total final price established in accordance with the incentive price revision provisions of the contract shall be reduced by an amount equal to the initial target profit specified in the contract at the time of contract award and such reduced price shall be the total final contract price.

(5) For firm-fixed price contracts, by 10 percent of the initial contract price or a profit amount determined by the Contracting Officer from records or documents in existence prior to the date of the contract award.

(c) The Government may, at its election, reduce a prime contractor's price or fee in accordance with the procedures of paragraph (b) of this clause for violations of the Act by its subcontractors by an amount not to exceed the amount of profit or fee reflected in the subcontract at the time the subcontract was first definitively priced.

(d) In addition to the remedies in paragraphs (a) and (c) of this clause, the Government may terminate this contract for default. The rights and remedies of the Government specified herein are not exclusive, and are in addition to any other rights and remedies provided by law or under this contract.

**194 - SECONDARY ARAB BOYCOTT OF ISRAEL (JUN 1992)  
DFARS 252.225-7031**

(a) Definitions.

As used in this clause--

"Foreign person" means any person other than a United States person as defined in Section 16(2) of the Export Administration Act of 1979 (50 U.S.C. App. Sec 2415).

"United States person" is defined in Section 16(2) of the Export Administration Act of 1979 and means any United States resident or national (other than an individual resident outside the United States and employed by other than a United States person), any domestic concern (including any permanent domestic establishment of any foreign concern), and any foreign subsidiary or affiliate (including any permanent foreign establishment) of any domestic concern which is controlled in fact by such domestic concern, as determined under regulations of the President.

(b) Certification.

By submitting this offer, the Offeror, if a foreign person, company or entity, certifies that it--

(1) Does not comply with the secondary Arab boycott of Israel; and

(2) Is not taking or knowingly agreeing to take any action, with respect to the secondary boycott of Israel by Arab countries, which 50 U.S.C. App. Sec 2407(a) prohibits a United States person from taking.

**196 - COMPUTER GENERATED FORMS (JAN 1991) FAR 52.253-1**

(a) Any data required to be submitted on a Standard or Optional Form prescribed by the Federal Acquisition Regulation (FAR) may be submitted on a computer generated version of the form, provided there is no change to the name, content, or sequence of the data elements on the form, and



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provided the form carries the Standard or Optional Form number and edition date.

(b) Unless prohibited by agency regulations, any data required to be submitted on an agency unique form prescribed by an agency supplement to the FAR may be submitted on a computer generated version of the form provided there is no change to the name, content, or sequence of the data elements on the form and provided the form carries the agency form number and edition date.

(c) If the Contractor submits a computer generated version of a form that is different than the required form, then the rights and obligations of the parties will be determined based on the content of the required form.

199 - DRUG-FREE WORKPLACE (JAN 1997) - FAR 52.223-6

10100 - CLAUSES INCORPORATED BY REFERENCE (FEB 1998)  
FAR 52.252-2

This contract incorporates one or more clauses by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available.

NOTE: The text of any referenced FAR or DFARS clause may be obtained by request to Defense Supply Center Columbus, Logistics Management Group, P.O. Box 16704, ATTN: DSCC-BPP, Columbus, Ohio 43216-5000. However, the complete edition of Federal Acquisition Regulation (FAR) or DoD FAR SUPPLEMENT (DFARS) may be obtained by purchase from the Superintendent of Documents, Government Printing Office, Washington, D.C. 20402.

#### I. FEDERAL ACQUISITION REGULATION (48 CFR CHAPTER 1) CLAUSES

(a) The following clauses are applicable to sealed bid/negotiated solicitations/contracts:

CLAUSE TITLE	DATE	FAR REFERENCE
Affirmative Action for Disabled Veterans and of the Vietnam Era	(APR 1998)	52.222-35
Affirmative Action for Workers with Disabilities	(JUN 1998)	52.222-36
Anti-Kickback Procedures	(JUL 1995)	52.203-7
Assignment of Claims and Alternate I	(JAN 1986) (APR 1984)	52.232-23 52.232-23
Authorization and Consent	(JUL 1995)	52.227-1
Audit and Records - Negotiation	(AUG 1996)	52.215-2
Changes - Fixed Price	(AUG 1987)	52.243-1
Clean Air and Water	(APR 1984)	52.223-2
Contract Work Hours and Safety Standards Act - Overtime Compensation	(JUL 1995)	52.222-4
Covenant Against Contingent Fees	(APR 1984)	52.203-5
Contractor Use of Mandatory Sources of Supply	(MAR 1996)	52.208-9
Default (Fixed Price Supply and Service)	(APR 1984)	52.249-8
Defense Priority and Allocation Requirements	(SEP 1990)	52.211-15
Definitions	(OCT 1995)	52.202-1
Discounts for Prompt Payments	(MAY 1997)	52.232-8
Disputes	(DEC 1998)	52.233-1
Duty-Free Entry	(APR 1984)	52.225-10

Employment Reports on Disabled Veterans and Veterans of the Vietnam Era	(JAN 1999)	52.222-37
Equal Opportunity	(FEB 1999)	52.222-26
Extras	(APR 1984)	52.232-11
Federal, State, and Local Taxes (Applicable UNLESS clause at FAR 52.229-6, Taxes-Foreign Fixed-Price Contracts (JAN 1991) applies to contracts to be performed outside the U.S.)	(JAN 1991)	52.229-3
Gratuities	(APR 1984)	52.203-3
Integrity of Unit Prices and Alternate I	(OCT 1997) (OCT 1997)	52.215-14
Interest	(JUN 1996)	52.232-17
Limitation of Liability	(FEB 1997)	52.246-23
Mandatory Information for Electronic Funds Transfer Payment	(AUG 1996)	52.232-33
Material Requirements	(OCT 1997)	52.211-5
Notice & Assistance Regarding Patent and Copyright Infringement	(AUG 1996)	52.227-2
Notice to the Government of Labor Disputes	(FEB 1997)	52.222-1
Patent Indemnity	(APR 1984)	52.227-3
Payments	(APR 1984)	52.232-1
Pollution Prevention and Right-to-Know Information	MAR 1997	52.223-5
Preference for Privately Owned U.S. - Flag Commercial Vessels	(AUG 1996)	52.247-64
Preference for U.S. - Flag Air Carriers	(JAN 1997)	52.247-63
Printing/Copying Double-Sided on Recycled Paper	(JUN 1996)	52.204-4
Prompt Payment	(JUN 1997)	52.232-25
Protecting the Government's Interest When Subcontracting With Contractors Debarred, Suspended, or Proposed for Debarment	(AUG 1995)	52.209-6
Protest After Award	(AUG 1996)	52.233-3
Restrictions of Subcontractor Sales to the Government	(JUL 1995)	52.203-6
Subcontracts	(AUG 1998)	52.244-2
Taxes - Contracts Performed in U.S. Possessions or Puerto Rico	(APR 1984)	52.229-5
Termination for Convenience of the Government (Fixed-Price) (Short Form) (Applicable to contracts of \$100,000 or less)	(AUG 1996)	52.249-1

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Termination for Convenience of the Government (Fixed-Price) (SEP 1996) 52.249-2

Toxic Chemical Release Reporting (OCT 1996) 52.223-14

Utilization of Small, Small Disadvantaged and Women-Owned Small Business Concerns (JAN 1999) 52.219-8

Walsh-Healey Public Contracts Act (DEC 1996) 52.222-20

Order of Precedence - Uniform Contract Format (OCT 1997) 52.215-8

Restrictions on Certain Foreign Purchases (OCT 1996) 52.225-11

## II. DoD FAR SUPPLEMENT (48 CFR Chapter 2) Clauses

Assignment of Claims (Overseas) (JUN 1997) 252.225-7008

Authorization to Perform (JUN 1997) 252.225-7042

Buy American Act and Balance of Payments Program (MAR 1998) 252.225-7001

Choice of Law (Overseas) (JUN 1997) 252.233-7001

Control of Government Personnel Work Product (APR 1992) 252.204-7003

Correspondence in English (JUN 1997) 252.225-7041

Duty-Free Entry - Qualifying Country Supplies (End Products and Components) (MAR 1998) 252.225-7009

Duty-Free Entry - Eligible End Products (MAR 1998) 252.225-7037

Duty-Free Entry-Additional Provisions (MAR 1998) 252.225-7010

Military Recruiting On Campus (FEB 1996) 252.209-7007

Payment For Subline Items Not Separately Priced (DEC 1991) 252.204-7002

Pricing Adjustments (DEC 1991) 252.215-7000

Pricing of Contract Modifications (DEC 1991) 252.243-7001

Qualifying Country Sources as Subcontractors (DEC 1991) 252.225-7002

Postaward Conference (DEC 1991) 252.242-7000

Subcontracting with Firms That are Owned or Controlled by the Government of a Terrorist Country (MAR 1998) 252.209-7004

Supplies to be Accorded Duty-Free Entry (MAR 1998) 252.225-7008

I200 - DRUG-FREE WORK FORCE (SEP 1988) - DFARS 252.223-7004

I207 - INCONSISTENCY BETWEEN ENGLISH VERSION AND TRANSLATION OF CONTRACT (AUG 1989) - FAR 52.225-14

In the event of inconsistency between any terms of this contract and any translation thereof into another language, the English language meaning shall control.

I209 - LIMITATIONS ON PAYMENTS TO INFLUENCE CERTAIN FEDERAL TRANSACTIONS (JUN 1997) - FAR 52.203-12

I216 - SUBCONTRACTS FOR COMMERCIAL ITEMS AND COMMERCIAL COMPONENTS (OCT 1998) - FAR 52.244-6

### (a) Definition.

"Commercial item", as used in this clause, has the meaning contained in the clause at 52.202-1, Definitions.

"Subcontract", as used in this clause, includes a transfer of commercial items between divisions, subsidiaries, or affiliates of the Contractor or subcontractor at any tier.

(b) To the maximum extent practicable, the Contractor shall incorporate, and require its subcontractors at all tiers to incorporate, commercial items or nondevelopmental items as components of items to be supplied under this contract.

(c) Notwithstanding any other clause of this contract, the Contractor is not required to include any FAR provision or clause, other than those listed below to the extent they are applicable and as may be required to establish the reasonableness of prices under Part 15, in a subcontract at any tier for commercial items or commercial components:

(1) 52.222-36, Equal Opportunity (E.O. 11246);

(2) 52.222-35, Affirmative Action for Disabled Veterans and of the Vietnam Era (38 U.S.C. 4212(a));

(3) 52.244-36, Affirmative Action for Workers with Disabilities 29 U.S.C. 793; and

(4) 52.247-64, Preference for Privately-Owned U.S.- Flagged Commercial Vessels (46 U.S.C. 1241) (flow down not required for subcontracts awarded beginning May 1, 1996).

(d) The Contractor shall include the terms of this clause, including this paragraph (d), in subcontracts awarded under this contract.

## SECTION J

### J01 - LIST OF DOCUMENTS, EXHIBITS, AND OTHER ATTACHMENTS:

This solicitation consists of documents and attachments identified by an "X" in the space provided and made a part hereof.

ATCH/FM NO.	NAME	DATE
(X) DD FM 1707 (Cover Sheet)	Information to Offerors or Quoters	MAR 90
(X) SF 33	Solicitation, Offer and Award	Rev 4-85
(X) ---	Section B	---
(X) ---	Sections C thru M	---
(X) ---	Pkg Sht(s) as cited in Sec D	---
( ) ---	Interim Amend. No.	---
( ) ---	Quality Assurance Provision (QAP) No.	---
( ) ---	Supplemental Alternate Offer Guidelines for ASO/NAVSEA/AVSCOM Critical Items	---
( ) SF 1411	*Contract Pricing Proposal Cover Sheet	Rev 10-95
( ) SF 1448	Proposal Cover Sheet (Cost or Pricing Data Not Required)	10-95
( ) DCSC FM 1650	Freight Shipping Information - Mode of Shipment	AUG 73
( ) Form CASB-CMF	Facilities Capital Cost of Money Factors Computation	---
( ) DD Form 1861	Contract Facilities Capital Cost of Money	APR 95
(X) DC1636P001	Palletization	Rev 96150

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( ) DD FM 1423 Contract Data Rqmt List JUN 90  
 EXHIBIT No. ---  
 w/ATCH No. ---  
 EXHIBIT No. ---  
 w/ATCH No. ---  
 EXHIBIT No. ---  
 w/ATCH No. ---  
 EXHIBIT No. ---  
 w/ATCH No. ---

\*Instructions included in FAR 15.804-6(b) must be followed carefully.

SECTION V

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT		1. CONTRACT NO. <b>SP0750-99-R-2494</b>	2. PAGE OF PAGES <b>01</b>
3. EFFECTIVE DATE <b>99 MAY 25</b>	4. REQUESTION/PURCHASE REQ. NO. <b>QOC98235000001</b>	5. PROJECT NO. (if applicable)	
6. ISSUES BY <b>SC0700</b>	7. ADMINISTERED BY (if other than item 4) Return Address to: <b>DEFENSE SUPPLY CENTER COLUMBUS</b> Attn: Bid Opening Room, B130, BLDG. 20 3999 E. BROAD ST., P.O. BOX 16653 COLUMBUS, OHIO 43216-5809		
8. NAME AND ADDRESS OF CONTRACTOR (Inc., street, county, state and zip code)  <b>LINMARR ASSOCIATES, INC.</b> <b>4480 N. PARK STREET</b> <b>LAS VEGAS, NV 89129</b>		9. AMENDMENT OF SOLICITATION NO. <b>SP0750-99-R-2494</b>	
10. DATE (SEE ITEM 11)		11. MODIFICATION OF CONTRACT/ORDER NO.	
12. DATE (SEE ITEM 12)		13. DATE (SEE ITEM 13)	
14. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS			
<input checked="" type="checkbox"/> The above numbered solicitation is amended as set forth in item 14. The hour and date specified for receipt of offers is extended. <input type="checkbox"/> is not extended. Offerors must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation or as amended, by one of the following methods: (a) By completing items 9 and 10, and returning <u>one</u> copies of the amendment. (b) By acknowledging receipt of this amendment on photocopy of the offer submitted; or (c) By separate letter or telegram which includes a reference to the solicitation and amendment numbers. FAILURE OF YOUR ACKNOWLEDGMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RETURN OF OFFERS PRIOR TO THE HOUR AND DATE SPECIFIED MAY RESULT IN REJECTION OF YOUR OFFER. If by virtue of this amendment you desire to change an offer already submitted, such change may be made by telegram or letter, provided each telegram or letter makes reference to the solicitation and this amendment, and is received prior to the opening hour and date specified.			
15. ACCOUNTING AND APPROPRIATION DATA (if required)			
16. THIS ITEM APPLIES ONLY TO MODIFICATIONS BY CONTRACT/ORDER. IT MODIFIES THE CONTRACT/ORDER NO. AS DESCRIBED IN ITEM 14			
<input checked="" type="checkbox"/> A. THIS CHANGE ORDER IS ISSUED PURSUANT TO: (Specify authority) THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN CONTRACT ORDER NO. IN ITEM 10A. <input type="checkbox"/> B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in paying office, appropriation date, etc.) SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103(b). <input type="checkbox"/> C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF: <input type="checkbox"/> D. OTHER (Specify type of modification and authority)			
<b>E. IMPORTANT:</b> Contractor <input type="checkbox"/> is not, <input type="checkbox"/> is required to sign this document and return <u>one</u> copies to the issuing office.			
<b>17. DESCRIPTION OF AMENDMENT/MODIFICATION</b> (Organized by UCF session headings, including solicitation/contract subject matter where feasible.) GENERAL CONTRACT DATA EXTENDED TO: <b>99 JUN 01</b> TIME: <b>1PM</b> (SEE ITEM 10A)			
Discussions are hereby concluded. Offerors are to submit their revised proposals in writing. Any modification to earlier offers is subject to "Late Submissions, Modifications, and Withdrawals of Proposals" Provision FAR 32.215-10.			
This amendment gives the contractor the opportunity to submit their revised proposal for price, delivery, and ordering requirements on pages 03 through 12 of this amendment.			
Except as provided herein, all terms and conditions of the document referenced in Item 9A or 10A, as heretofore changed, remain unchanged and in full force and effect.			
18A. NAME AND TITLE OF SIGNER (Type or print) <b>Michael Sabey</b> <b>Government Sales</b>		18B. NAME AND TITLE OF CONTRACTING OFFICER (Type or print)	
19. DATE SIGNED <b>99 May 26</b>		19C. UNITED STATES OF AMERICA BY _____	
20. DATE SIGNED		20C. DATE SIGNED	
FORM 7540-01-102-0070 PREVIOUS EDITION UNAVAILABLE			

ENCLOSURE #1

01/01 '00 23:19

ID:LANIERFAX3800

FAX:

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NAME OF OFFEROR OR CONTRACTOR		

## SECTION B

ITEM NO. (CLIN)	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
	NSN: 2910-01-306-7293 BASIC YEAR				
	ITEM DESCRIPTION: PUMP, PUEL ELECTRICAL				
	FOB: <input type="checkbox"/> ORIGIN <input checked="" type="checkbox"/> DESTINATION FOR SHIPMENT TO:				
0001	DESTINATION ZONE 1				
	FROM THROUGH	XXXXX	X	XXXXX	XXXXX
	001 74	XXXXX	EA	\$ 26.85	XXXXX
	75 221	XXXXX	EA	\$ 27.52	XXXXX
	222 367	XXXXX	EA	\$ 27.82	XXXXX
	368 307	XXXXX	EA	\$ 27.12	XXXXX
0002	DESTINATION ZONE 2				
	FROM THROUGH	XXXXX	X	XXXXX	XXXXX
	001 74	XXXXX	EA	\$ 26.85	XXXXX
	75 221	XXXXX	EA	\$ 27.52	XXXXX
	222 367	XXXXX	EA	\$ 27.10	XXXXX
	368 307	XXXXX	EA	\$ 26.82	XXXXX
0003	FOR SHIPMENT ON ELECTRONIC DELIVERY ORDERS ONLY:				
	FROM THROUGH	XXXXX	X	XXXXX	XXXXX
	001 147	XXXXX		\$ 35.85	XXXXX

NOTE: FOR PRICING PURPOSES ONLY FOR CLIN 0003, IT IS ESTIMATED THAT APPROXIMATELY 150 ORDERS MAY BE PLACED DURING THE NEXT TWELVE (12) MONTH PERIOD. FOR ESTIMATED YEARLY QUANTITIES, SEE CLAUSE 167.

	NSN: 2920-00-000-7532 BASIC YEAR				
	ITEM DESCRIPTION: PARTS KIT, ELEC. ENG. STARTER				
	FOB: <input type="checkbox"/> ORIGIN <input checked="" type="checkbox"/> DESTINATION FOR SHIPMENT TO:				
0004	DESTINATION ZONE 1				
	FROM THROUGH	XXXXX	X	XXXXX	XXXXX
	001 94	XXXXX	EA	\$ 36.82	XXXXX
	95 283	XXXXX	EA	\$ 27.88	XXXXX
	284 371	XXXXX	EA	\$ 36.80	XXXXX
	372 307	XXXXX	EA	\$ 36.82	XXXXX
0005	DESTINATION ZONE 2				
	FROM THROUGH	XXXXX	X	XXXXX	XXXXX
	001 94	XXXXX	EA	\$ 36.82	XXXXX
	95 283	XXXXX	EA	\$ 27.88	XXXXX
	284 371	XXXXX	EA	\$ 36.80	XXXXX
	372 307	XXXXX	EA	\$ 36.82	XXXXX
0006	FOR SHIPMENT ON ELECTRONIC DELIVERY ORDERS ONLY:				
	FROM THROUGH	XXXXX	X	XXXXX	XXXXX
	001 189	XXXXX		\$ 43.50	XXXXX

NOTE: FOR PRICING PURPOSES ONLY FOR CLIN 0006, IT IS ESTIMATED THAT APPROXIMATELY 25 ORDERS MAY BE PLACED DURING THE NEXT TWELVE (12) MONTH PERIOD. FOR ESTIMATED YEARLY QUANTITIES, SEE CLAUSE 167.

	THIS SOLICITATION CONTAINS A MULTI-YEAR OPTION PROVISION (SEE CLAUSE 164a)				
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## SECTION B

ITEM NO. (CLIN)	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0001AA	NSN: 3910-01-366-7293 1 <sup>ST</sup> OPTION YEAR				
	ITEM DESCRIPTION: PUMP, FUEL, ELECTRICAL				
	FOB: <input type="checkbox"/> ORIGIN <input checked="" type="checkbox"/> DESTINATION FOR SHIPMENT TO:				
	DESTINATION ZONE 1				
	FROM THROUGH	XXXXX	X	XXXXX	XXXXX
0002AA	001 74	XXXXX	EA	\$ 30.12	XXXXX
	75 221	XXXXX	EA	\$ 28.72	XXXXX
	222 367	XXXXX	EA	\$ 28.52	XXXXX
	368 SUP	XXXXX	EA	\$ 28.42	XXXXX
	DESTINATION ZONE 2				
0003AA	FROM THROUGH	XXXXX	X	XXXXX	XXXXX
	001 74	XXXXX	EA	\$ 29.72	XXXXX
	75 221	XXXXX	EA	\$ 28.52	XXXXX
	222 367	XXXXX	EA	\$ 28.37	XXXXX
	368 SUP	XXXXX	EA	\$ 28.52	XXXXX
0003AA	FOR SHIPMENT ON ELECTRONIC DELIVERY ORDERS ONLY:				
	FROM THROUGH	XXXXX	X	XXXXX	XXXXX
	001 147	XXXXX		\$ 37.00	XXXXX

OTE: FOR PRICING PURPOSES ONLY FOR CLIN 0003AA, IT IS ESTIMATED THAT APPROXIMATELY 150 ORDERS MAY BE PLACED DURING THE NEXT TWELVE (12) MONTH PERIOD. FOR ESTIMATED YEARLY QUANTITIES, SEE CLAUSE 167.

0004AA	NSN: 2920-00-064-7232 1 <sup>ST</sup> OPTION YEAR				
	ITEM DESCRIPTION: PARTS KIT, ELEC. ENG. STARTER				
	FOB: <input type="checkbox"/> ORIGIN <input checked="" type="checkbox"/> DESTINATION FOR SHIPMENT TO:				
	DESTINATION ZONE 1				
	FROM THROUGH	XXXXX	X	XXXXX	XXXXX
0005AA	001 94	XXXXX	EA	\$ 40.45	XXXXX
	95 283	XXXXX	EA	\$ 38.75	XXXXX
	284 471	XXXXX	EA	\$ 38.45	XXXXX
	472 SUP	XXXXX	EA	\$ 37.75	XXXXX
	DESTINATION ZONE 2				
0006AA	FROM THROUGH	XXXXX	X	XXXXX	XXXXX
	001 94	XXXXX	EA	\$ 40.15	XXXXX
	95 283	XXXXX	EA	\$ 38.65	XXXXX
	284 471	XXXXX	EA	\$ 38.15	XXXXX
	472 SUP	XXXXX	EA	\$ 37.65	XXXXX
0006AA	FOR SHIPMENT ON ELECTRONIC DELIVERY ORDERS ONLY:				
	FROM THROUGH	XXXXX	X	XXXXX	XXXXX
	001 189	XXXXX		\$ 46.00	XXXXX

OTE: FOR PRICING PURPOSES ONLY FOR CLIN 0006AA, IT IS ESTIMATED THAT APPROXIMATELY 80 ORDERS MAY BE PLACED DURING THE NEXT TWELVE (12) MONTH PERIOD. FOR ESTIMATED YEARLY QUANTITIES, SEE CLAUSE 167.

THIS SOLICITATION CONTAINS A MULTI-YEAR OPTION PROVISION (SEE CLAUSE 164a)					
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NAME OF OFFEROR OR CONTRACTOR

## SECTION B

ITEM NO. (CLIN)	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0001AB	NSN: 2910-01-306-7293 2 <sup>ND</sup> OPTION YEAR ITEM DESCRIPTION: PUMP, FUEL, ELECTRICAL FOB: <input type="checkbox"/> ORIGIN <input checked="" type="checkbox"/> DESTINATION FOR SHIPMENT TO: DESTINATION ZONE 1				
	FROM 001 THROUGH 74	XXXXXX XXXXXX	X EA	XXXXXX \$ 31.72	XXXXXX XXXXXX
	75 221	XXXXXX	EA	\$ 30.12	XXXXXX
	223 367	XXXXXX	EA	\$ 30.62	XXXXXX
	368 RUP	XXXXXX	EA	\$ 29.89	XXXXXX
0002AB	DESTINATION ZONE 2				
	FROM 001 THROUGH 74	XXXXXX XXXXXX	X EA	XXXXXX \$ 31.72	XXXXXX XXXXXX
	75 221	XXXXXX	EA	\$ 30.12	XXXXXX
	223 367	XXXXXX	EA	\$ 30.62	XXXXXX
	368 RUP	XXXXXX	EA	\$ 29.89	XXXXXX
0003AB	FOR SHIPMENT ON ELECTRONIC DELIVERY ORDERS ONLY:				
	FROM 001 THROUGH 147	XXXXXX XXXXXX	X	XXXXXX \$ 38.85	XXXXXX XXXXXX

NOTE: FOR PRICING PURPOSES ONLY FOR CLIN 0003AB, IT IS ESTIMATED THAT APPROXIMATELY 150 ORDERS MAY BE PLACED DURING THE NEXT TWELVE (12) MONTH PERIOD. FOR ESTIMATED YEARLY QUANTITIES, SEE CLAUSE 167.

0004AB	NSN: 2920-00-080-1132 2 <sup>ND</sup> OPTION YEAR ITEM DESCRIPTION: PARTS KIT, ELEC. ENG. STARTER FOB: <input type="checkbox"/> ORIGIN <input checked="" type="checkbox"/> DESTINATION FOR SHIPMENT TO: DESTINATION ZONE 1				
	FROM 001 THROUGH 94	XXXXXX XXXXXX	X EA	XXXXXX \$ 42.25	XXXXXX XXXXXX
	95 283	XXXXXX	EA	\$ 40.92	XXXXXX
	284 271	XXXXXX	EA	\$ 40.45	XXXXXX
	272 RUP	XXXXXX	EA	\$ 39.92	XXXXXX
0005AB	DESTINATION ZONE 2				
	FROM 001 THROUGH 94	XXXXXX XXXXXX	X EA	XXXXXX \$ 42.25	XXXXXX XXXXXX
	95 283	XXXXXX	EA	\$ 40.92	XXXXXX
	284 271	XXXXXX	EA	\$ 40.45	XXXXXX
	272 RUP	XXXXXX	EA	\$ 39.92	XXXXXX
0006AB	FOR SHIPMENT ON ELECTRONIC DELIVERY ORDERS ONLY:				
	FROM 001 THROUGH 159	XXXXXX XXXXXX	X	XXXXXX \$ 49.22	XXXXXX XXXXXX

NOTE: FOR PRICING PURPOSES ONLY FOR CLIN 0006AB, IT IS ESTIMATED THAT APPROXIMATELY 30 ORDERS MAY BE PLACED DURING THE NEXT TWELVE (12) MONTH PERIOD. FOR ESTIMATED YEARLY QUANTITIES, SEE CLAUSE 167.

THIS SOLICITATION  
CONTAINS A MULTI-YEAR  
OPTION PROVISION (SEE  
CLAUSE 164a)

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NAME OF OFFEROR OR CONTRACTOR

## SECTION B

ITEM NO. (CLIN)	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0001AC	NSN: 2910-01-366-7293 3 <sup>RD</sup> OPTION YEAR				
	ITEM DESCRIPTION: PUMP, FUEL, ELECTRICAL				
	FOB: <input type="checkbox"/> ORIGIN <input checked="" type="checkbox"/> DESTINATION FOR SHIPMENT TO:				
	DESTINATION ZONE 1				
	FROM THROUGH	XXXXXX	X	XXXXXX	XXXXXX
	001 74	XXXXXX	EA	\$ 33.42	XXXXXX
	75 221	XXXXXX	EA	\$ 31.72	XXXXXX
	222 367	XXXXXX	EA	\$ 31.92	XXXXXX
	368 &UP	XXXXXX	EA	\$ 31.32	XXXXXX
0002AC	DESTINATION ZONE 2				
	FROM THROUGH	XXXXXX	X	XXXXXX	XXXXXX
	001 74	XXXXXX	EA	\$ 33.12	XXXXXX
	75 221	XXXXXX	EA	\$ 31.92	XXXXXX
	222 367	XXXXXX	EA	\$ 31.42	XXXXXX
0003AC	FOR SHIPMENT ON ELECTRONIC DELIVERY ORDERS ONLY:				
	FROM THROUGH	XXXXXX	X	XXXXXX	XXXXXX
	001 147	XXXXXX		\$ 40.89	XXXXXX

NOTE: FOR PRICING PURPOSES ONLY FOR CLIN 0001AC, IT IS ESTIMATED THAT APPROXIMATELY 160 ORDERS MAY BE PLACED DURING THE NEXT TWELVE (12) MONTH PERIOD. FOR ESTIMATED YEARLY QUANTITIES, SEE CLAUSE 167.

0004AC	NSN: 2920-00-060-7252 3 <sup>RD</sup> OPTION YEAR				
	ITEM DESCRIPTION: PARTS KIT, ELEC. ENG. STARTER				
	FOB: <input type="checkbox"/> ORIGIN <input checked="" type="checkbox"/> DESTINATION FOR SHIPMENT TO:				
	DESTINATION ZONE 1				
	FROM THROUGH	XXXXXX	X	XXXXXX	XXXXXX
	001 84	XXXXXX	EA	\$ 41.45	XXXXXX
	85 283	XXXXXX	EA	\$ 42.92	XXXXXX
	284 471	XXXXXX	EA	\$ 42.45	XXXXXX
	472 &UP	XXXXXX	EA	\$ 41.92	XXXXXX
0005AC	DESTINATION ZONE 2				
	FROM THROUGH	XXXXXX	X	XXXXXX	XXXXXX
	001 94	XXXXXX	EA	\$ 41.15	XXXXXX
	97 283	XXXXXX	EA	\$ 42.65	XXXXXX
	284 471	XXXXXX	EA	\$ 42.15	XXXXXX
0006AC	FOR SHIPMENT ON ELECTRONIC DELIVERY ORDERS ONLY:				
	FROM THROUGH	XXXXXX	X	XXXXXX	XXXXXX
	001 189	XXXXXX		\$ 52.99	XXXXXX

NOTE: FOR PRICING PURPOSES ONLY FOR CLIN 0006AC, IT IS ESTIMATED THAT APPROXIMATELY 80 ORDERS MAY BE PLACED DURING THE NEXT TWELVE (12) MONTH PERIOD. FOR ESTIMATED YEARLY QUANTITIES, SEE CLAUSE 167.

THIS SOLICITATION  
CONTAINS A MULTI-YEAR  
OPTION PROVISION (SEE  
CLAUSE 164)



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NAME OF OFFEROR OR CONTRACTOR

## SECTION B

ITEM NO. (CLIN)	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
	NSN: 2910-01-366-7293 4 <sup>TH</sup> OPTION YEAR ITEM DESCRIPTION: PUMP, FUEL, ELECTRICAL FOB: <input type="checkbox"/> ORIGIN <input checked="" type="checkbox"/> DESTINATION FOR SHIPMENT TO:				
0001AD	DESTINATION ZONE 1				
	FROM THROUGH	XXXXX	X	XXXXX	XXXXX
	001 73	XXXXX	EA	\$ 37.92	XXXXX
	75 221	XXXXX	EA	\$ 33.35	XXXXX
	225 367	XXXXX	EA	\$ 33.12	XXXXX
	368 EUP	XXXXX	EA	\$ 33.12	XXXXX
0002AD	DESTINATION ZONE 2				
	FROM THROUGH	XXXXX	X	XXXXX	XXXXX
	001 74	XXXXX	EA	\$ 34.12	XXXXX
	75 221	XXXXX	EA	\$ 33.12	XXXXX
	225 367	XXXXX	EA	\$ 33.92	XXXXX
	368 EUP	XXXXX	EA	\$ 33.12	XXXXX
0003AD	FOR SHIPMENT ON ELECTRONIC DELIVERY ORDERS ONLY:				
	FROM THROUGH	XXXXX	X	XXXXX	XXXXX
	001 147	XXXXX		\$ 42.85	XXXXX

NOTE: FOR PRICING PURPOSES ONLY FOR CLIN 0003AD, IT IS ESTIMATED THAT APPROXIMATELY 160 ORDERS MAY BE PLACED DURING THE NEXT TWELVE (12) MONTH PERIOD. FOR ESTIMATED YEARLY QUANTITIES, SEE CLAUSE 167.

	NSN: 2920-00-060-7252 4 <sup>TH</sup> OPTION YEAR ITEM DESCRIPTION: PARTS KIT, ELEC. ENG. STARTER FOB: <input type="checkbox"/> ORIGIN <input checked="" type="checkbox"/> DESTINATION FOR SHIPMENT TO:				
0004AD	DESTINATION ZONE 1				
	FROM THROUGH	XXXXX	X	XXXXX	XXXXX
	001 84	XXXXX	EA	\$ 46.62	XXXXX
	95 283	XXXXX	EA	\$ 45.82	XXXXX
	284 471	XXXXX	EA	\$ 44.92	XXXXX
	472 EUP	XXXXX	EA	\$ 43.12	XXXXX
0005AD	DESTINATION ZONE 2				
	FROM THROUGH	XXXXX	X	XXXXX	XXXXX
	001 94	XXXXX	EA	\$ 46.42	XXXXX
	95 283	XXXXX	EA	\$ 44.92	XXXXX
	284 471	XXXXX	EA	\$ 44.12	XXXXX
	472 EUP	XXXXX	EA	\$ 43.02	XXXXX
0006AD	FOR SHIPMENT ON ELECTRONIC DELIVERY ORDERS ONLY:				
	FROM THROUGH	XXXXX	X	XXXXX	XXXXX
	001 180	XXXXX		\$ 54.50	XXXXX

NOTE: FOR PRICING PURPOSES ONLY FOR CLIN 0006AD, IT IS ESTIMATED THAT APPROXIMATELY 10 ORDERS MAY BE PLACED DURING THE NEXT TWELVE (12) MONTH PERIOD. FOR ESTIMATED YEARLY QUANTITIES, SEE CLAUSE 167.

	THIS SOLICITATION CONTAINS A MULTI-YEAR OPTION PROVISION (SEE CLAUSE 164a)				
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CONTINUATION SHEET

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ATTENTION CONTRACTORS:

ALL CONTRACTORS ARE REQUIRED TO REGISTER IN THE CENTRAL CONTRACTOR REGISTRATION (CCR) SYSTEM BY MAY 31, 1999. DEFENSE FEDERAL ACQUISITION REGULATION SUPPLEMENT (DFARS) 234.1102. UNREGISTERED CONTRACTORS WILL NOT BE ELIGIBLE FOR AWARDS SOLICITED AFTER THAT DATE. YOU MAY REGISTER OR CHECK YOUR CCR REGISTRATION STATUS AT THE CENTRAL CONTRACTOR REGISTRATION SITE: [HTTP://CCR.DOD.DISA.MIL/](http://CCR.DOD.DISA.MIL/)

HELP WITH CCR REGISTRATION IS AVAILABLE AT YOUR REGIONAL ELECTRONIC BUSINESS RESOURCE CENTER (EBRC) [HTTP://WWW.EBRC.DOD.DISA.MIL/REGIONAL.HTM](http://WWW.EBRC.DOD.DISA.MIL/REGIONAL.HTM)

VENDORS WILL NEED TO SUPPLY A DUNS NUMBER WITH ALL QUOTATIONS. A DUNS NUMBER IS THE NEAR FUTURE. A DUNS NUMBER IS ALSO A REQUIREMENT FOR CCR REGISTRATION. YOU MAY REQUEST A DUNS NUMBER AT THE D-U-N-S NUMBER REQUEST FROM SITE: [HTTP://WWW.DUNSBRO.COM/0010/DUNSBRO.HTM](http://WWW.DUNSBRO.COM/0010/DUNSBRO.HTM)

\*\*\*ALTERNATE DISPUTE RESOLUTION (ADR) POLICY\*\*\*

It is the goal of this Center for all parties to be satisfied at contract completion. Consequently, this Center is encouraging the use of all forms of ADR to resolve differences of view that may occur under the contract. Whether the differences involve disputes of contract terms, issues of administration, or merely points of inquiry. The use of any form of ADR is voluntary for all parties. Any costs associated with the use of ADR will be agreed to by both parties and with no advance in contract price, unless agreed to otherwise.

SECTION 5

NOTICE

Any contract awarded to a contractor who, at the time of award was suspended, debarred, ineligible for receipt of contracts with Government agencies or in receipt of a notice of proposed debarment from any Government agency, is voidable at the option of the Government.

AVAILABILITY OF AWARD INFORMATION

LARGE PURCHASES - \$100,000 and over (15/1/97) - Written notification is automatically mailed to all unsuccessful offerors at time of award. This notice provides the number of firms solicited, the number of offers received, the name of successful offeror and contract award price and quantity awarded. In addition, unsuccessful offerors are also informed why their offer was not accepted.

NOTE: Firms not responding to an 15/1/97, may request award information under the Freedom of Information Act (FOIA) by written request to this Center, ATTN: DEPT-VIEW. Include specific identification data and statement that you are willing to pay necessary fees for research and/or reproduction costs.

PROCUREMENT HISTORY

Procurement history is not supplied with the solicitation, and will not be furnished based on telephone calls. Procurement history is now available on electronic as follows:

NSN History published quarterly;

NSN-NSN History published semi-annually; and

PRICER MONTH AWARD History published annually.

Each updated microfiche set will be available in the 5th Opening Room at DDC for public viewing. This information can be purchased by submitting a written request to: History Section, Defense Supply Center Columbus, ATTN: DSCC HIST, P.O. Box 1990, Columbus, Ohio 43216-5010. Requester will be advised of cost of history by return mail.

SECTION 6

Year 2000 (Y2K) Compliance Notice:

All deliverables under this contract containing embedded microcircuit chips with a clock mechanism, timing device, or control device required to perform date/time processing involving dates subsequent to December 31, 1999, shall be Year 2000 (Y2K) compliant at the time of delivery.

"Y2K compliant" means that it accurately processes date/time data (including, but not limited to, calculations, computing, and sequencing) from, into, and between the twentieth and twenty-first century, and the years 1999 and 2000 and leap year calculations, to the extent that either

(information technology) IT / non-IT items being acquired properly exchange date/time data with -

SECTION D

501 - PACKING AND MARKING (AUG 1991) DCSG 32.210-1001

( ) Packaging will be in accordance with the Contractor's commercial practice, which will ensure acceptance by the carrier.

MARKING will be in accordance with MIL-STD-129.

CLIN(s)

( ) Packaging and Marking shall be in accordance with the following DCSG tag sheet:

CLIN(s)	ATTACHED TAG SHEET NO.	PRG/PWD	PACKING LEVEL	MARKING METHOD
		00P		

(X) Packaging Data MIL-STD-2073-13 and MIL-STD-2073-2C, 21 JUN 91. Marking will be in accordance with MIL-STD-129.

( ) OTHER:

CLIN(s)

502 - USE OF OAK-CHESTNUT WOOD FOR PACKING SUPPLIES (JUN 1980) - DCSG 32.210-1003

(a) In order to prevent the spread of oak wilt disease, oak or chestnut wood shall not be used for packaging and packing of supplies to be delivered under this contract, unless the wood either is bark free and square-edged so that none of the natural rounded surface tissue remain or is bark free and has a moisture content not exceeding twenty (20) percent.

(b) The contractor must comply with and perform inspection to insure compliance with the above restrictions on use of oak or chestnut wood. If a shipment is found to be noncompliant, the contractor will be responsible for the cost incurred to reject the supplies, and this right of the Government shall not be affected by other provisions concerning the conclusiveness of inspection and acceptance and to the extent to and does not limit any rights of the government under other provision of the contract.

SECTION E

503 - INSPECTION AT DESTINATION (NOV 1975) - DCSG 32.210-1005

Inspection will be performed by an authorized Government inspector at destination.

504 - ACCEPTANCE AT DESTINATION (NOV 1975) - DCSG 32.210-1006

(a) Acceptance for (i) contractual compliance with packaging and marking criteria, (ii) damage in-transit, (iii) condition, (iv) identity, and (v) quantity, on CONUS shipments will be performed by the receiving officer or his authorized representative at final destination.

(b) Rejected Supplies: Supplies which do not conform with the contract/order requirements will be rejected. Within 10 days after receipt of the Government's notice of rejection, the contractor shall either remove the rejected supplies or make other arrangements with the contracting officer for the disposition thereof; however, if the contractor fails to do this, the Government may remove or dispose of the rejected supplies without compensating the contractor therefor and the contractor waives all rights, title or interest therein.

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SECTION D		

USN(s): 2910-01-366-7293

PREP FOR DELIVERY: MIL-STD-2073 (1B AND 2C 21 JUN 91) • (Manual CLINs 0001-0005)

QUP	CODE	001
PRESERVATION METHOD	CODE	2D
CLEANING/DRYING	CODE	1
PRESERVATION MATERIAL	CODE	00
WRAPPING MATERIAL	CODE	00
CUSHIONING/DUNNAGE MATERIAL	CODE	XX
CUSHIONING/DUNNAGE THICKNESS	CODE	X
UNIT CONTAINER	CODE	E6
LEVEL OF PRESERVATION	CODE	A
OPTIONAL PROCEDURE INDICATOR(OPI)	CODE	O
INTERMEDIATE CONTAINER	CODE	YY
INTERMEDIATE CONTAINER QUANTITY	CODE	AAA
PACKING	CODE	U
	LEVEL	C

MARKING SHALL BE IN ACCORDANCE WITH MIL-STD-129M(LATEST REVISION).

SPECIAL MARKING CODE: 99 NO CODES IN THIS TABLE. ONLY MIL-STD-129.

PALLETIZATION SHALL BE IN ACCORDANCE WITH D1636P001 DATED 96150.

SUPPLEMENTAL DATA: NONE

DOD BARCODE MARKING REQUIRED IN ACCORDANCE WITH MIL-STD-129 (LATEST REVISION) AND ANSVAIM BC 1(UNIFORM SYMBOLOGY SPECIFICATION CODE 39)

ALL CONUS DIRECT DELIVERIES AND OCONUS PRIORITIES 1 THRU 06 SHALL BE PACKAGED STANDARD COMMERCIAL IAW ASTM D 3951 WITH MIL-STD 129 MARKING (LATEST REVISION) WITHOUT LOGMARS (BARCODING)

ALL ED/POPS/RVD ORDERS FOR CONUS DELIVERY AND OCONUS PRIORITIES 1 THRU 6 SHALL BE PACKAGED STANDARD COMMERCIAL IAW ASTM D 3951 WITH MIL-STD-129 (LATEST REVISION) MARKING AND BARCODING IN ACCORDANCE WITH ANSVAIM BC 1.

CONTINUATION SHEET	REFERENCE NO. OF DOCUMENT BEING CONTINUED SP0750-99-R-2494	PAGE 09 of 11
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SECTION D		

NSN(s): 2920-00-060-7252

PREP FOR DELIVERY: MIL-STD-2073 (1B AND 2C 21 JUN 91) - (Manual CLINs 0005-0010)

QUP	CODE	801
PRESERVATION METHOD	CODE	C9
CLEANING/DRYING	CODE	1
PRESERVATION MATERIAL	CODE	XX
WRAPPING MATERIAL	CODE	XX
CUSHIONING/DUNNAGE MATERIAL	CODE	XX
CUSHIONING/DUNNAGE THICKNESS	CODE	X
UNIT CONTAINER	CODE	XX
LEVEL OF PRESERVATION	CODE	A
OPTIONAL PROCEDURE INDICATOR(OPI)	CODE	0
INTERMEDIATE CONTAINER	CODE	E5
INTERMEDIATE CONTAINER QUANTITY	CODE	AAA
PACKING	CODE	U
	LEVEL	C

MARKING SHALL BE IN ACCORDANCE WITH MIL-STD-129M(LATEST REVISION).

SPECIAL MARKING CODE: 99 NO CODES IN THIS TABLE, ONLY MIL-STD-129.

PALLETIZATION SHALL BE IN ACCORDANCE WITH D1636P001 DATED 98150.

SUPPLEMENTAL DATA: NONE

DOD BARCODE MARKING REQUIRED IN ACCORDANCE WITH MIL-STD-129 (LATEST REVISION) AND ANSI/AIM BC 1(UNIFORM SYMBOLOGY SPECIFICATION CODE 39)

ALL CONUS DIRECT DELIVERIES AND OCONUS PRIORITIES 1 THRU 08 SHALL BE PACKAGED STANDARD COMMERCIAL IAW ASTM D 3951 WITH MIL-STD 129 MARKING (LATEST REVISION) WITHOUT LOGMARS (BARCODING)

ALL EDI/OPS/DVD ORDERS FOR CONUS DELIVERY AND OCONUS PRIORITIES 1 THRU 8 SHALL BE PACKAGED STANDARD COMMERCIAL IAW ASTM D 3951 WITH MIL-STD-129 (LATEST REVISION) MARKING AND BARCODING IN ACCORDANCE WITH ANSI/AIM BC 1.

CONTINUATION SHEET

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11 For wood products, notice of noncompliance with contract requirements, other than packing deficiencies, must be given by the Government to the contractor within the time limits specified in the applicable industry grading rules or standards, after receipt of shipment accompanied by a DD Form 250 or shipping document properly identifying the supplies. Notice of packing deficiencies will be furnished within 30 days after receipt of shipment.

804 - CERTIFICATE OF CONFORMANCE (COC) (APR 1984) - FAR 52.244-10  
Applicable as specified in the Award/Contract.

807 - INSPECTION OF SUPPLIES - FIXED PRICE (AUG 1996) - FAR 52.244-2

808 - RESPONSIBILITY FOR SUPPLIES (APR 1984) - FAR 52.244-14

809 - RECORDS RETENTION REQUIREMENTS (JUN 1988) - DCSG 32.244-PC01

The Contractor shall retain receiving and inspection report records, consisting of reports reflecting receipt and inspection of supplies, equipment and material for four (4) years from the date of final payment under this contract and shall have them available upon request, to the Comptroller General of the United States, the Contracting Officer, or their authorized representatives.

810 - CHANGE OF INSPECTION/ACCEPTANCE POINT (AUG 1980) - DCSG 32.244-PC03

If this solicitation provides for inspection and acceptance at destination, the Government may exercise the right reserved under FAR 52.244-1. Inspection of Supplies Fixed Price and now covers requesting inspection and acceptance at origin and clauses 801 and 802 will be applicable. Bidders must complete Provision 810, Place of Performance of the solicitation.

SECTION F

701 - F.O.B. DESTINATION (NOV 1991) - FAR 52.247-14

In addition to this FAR clause the following clauses must be adhered to as applicable.

(a) F.O.B. DESTINATION - EVIDENCE OF SHIPMENT (JUL 1988) - FAR 52.247-14 Applicable when supplies are purchased F.O.B. destination and inspection and acceptance are performed at origin.

(b) DIVERSION OF SHIPMENT UNDER F.O.B. DESTINATION CONTRACTS (MAR 1989) - FAR 52.247-14

(c) PARCEL POST - F.O.B. DESTINATION SHIPMENTS (APR 1988) - DCSG: If the contractor uses his own labels for marking shipments to Post Offices serving military commissaries outside the United States, the parcel shall be stamped or printed with the name of the Military Department, i.e., "Defense Logistics Agency, Official Mail-Contents for Official Use - Exempt from Customs Requirements" in 1/4 inch black letters immediately above the label to permit identification and to expedite handling within the postal system. These markings does not eliminate the requirements for the payment of postage by the contractor when required by the contract provisions or when reimbursement is to be made for the cost of the postage.

EXPORT SHIPMENTS - POST

Delivery Point (Wood Products): (see Clauses 706 and 707)

FAS Vessel F.O.B. Deck F.O.B. Port

704 - ADVANCE NOTICE OF DELIVERY TO CONSIGNEES (OTHER THAN AIR OR WATER TERMINALS) (AUG 1986) - DCSG INFORMATION TO VENDORS

The contractor is responsible for requesting carriers to give telephone notice of delivery to the consignee transportation

Officer (Transport Control/Preliminary Desk) - at least 24 hours prior to delivery of freight shipments (other than small parcels). All bills of lading must be annotated to reflect this requirement.

705 - LOADING, UNLOADING AND UNLADING OF FREIGHT CAR SHIPMENTS (APR 1984) - FAR 52.247-54

711 - DELIVERY OF EXCESS COMMODITIES (SEP 1989) - FAR 52.211-17

712 - GOVERNMENT DELAY OF WORK (APR 1984) - FAR 52.242-17

713 - STOP-WORK ORDER (AUG 1989) - FAR 52.242-15

703 - TIME OF DELIVERY (Request for Proposal Only) (OCT 1992) - DCSG 32.212-PC03

(a) The time of delivery of supplies to be furnished under any delivery order issued under this contract shall be stated in the order. The Government reserves the right to request expedited delivery within the limits of the applicable schedule set forth below.

(b) Delivery is required to be made in accordance with the schedule set forth below.

QUANTITY THAT MAY BE ORDERED ANY CALENDAR MONTH	WITHIN THE NUMBER OF DAYS STATED BELOW AFTER DATE OF DELIVERY ORDER*	GOV'TS REQUIRED	OFFEROR'S PROPOSED
2910-01-146-7293 Up to 147	each	70	
Each add'l 49	ea. (or less) ADD: 10		
2920-00-046-7292 Up to 63	each	10	
Each add'l 63	ea. (or less) ADD: 10		
Up to	each		
Each add'l	ea. (or less) ADD:		

(c) Unless otherwise specified above, your proposal will be deemed to offer delivery in accordance with the required schedule. The Government may elect to consider for award only those proposals which comply with the required schedule but reserves the right to consider proposals which exceed the required schedule. You are therefore encouraged to submit a proposal even if you cannot comply with the required delivery schedule. If you can comply with the required delivery schedule but could offer better prices for a larger schedule, you may submit two (2) or more proposals on each item. The Government reserves the right to make awards on the basis of delivery.

(d) Delivery orders will be mailed or otherwise furnished to the contractor within 10 days after the order is dated. Therefore, in computing time available to perform each order, the Contractor must take into consideration the time required for the delivery order to arrive through ordinary mail.

(e) In the event this solicitation provides for a partial set-aside for small businesses, and the set-aside portion is awarded to the small firm that received the award of the non-set-aside portion, then the quantities shown above will be doubled.

(f) IF FIRST ARTICLE APPROVAL IS REQUIRED, delivery time for initial order will be increased by 30 days.

For subsequent orders issued prior to first article approval, the delivery time specified in paragraph b above will be computed from the delivery date specified in the immediately preceding order.

(g) If the contractor fails to meet the first article delivery schedule, or is otherwise intentionally delinquent in the performance of any order, the Government, in addition to the other rights reserved to it, may procure the contract supplies from other sources until such time as the contractor becomes current under prior orders.

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CLAUSE F62(b) (Continued)

QUANTITY THAT MAY BE  
ORDERED ANY CALENDAR  
MONTH

WITHIN THE NUMBER  
OF DAYS STATED  
BELOW AFTER DATE  
OF DELIVERY ORDER

CLAUSE F62(f)

"IF FIRST ARTICLE  
APPROVAL IS REQD.  
delivery for initial order will  
be increased by number of days  
stated below

NSN(s)			GOV'TS REQUIRED	OFFEROR'S PROPOSED
2910-01-366-7293	Up to 147	each	70	
Each add'l 49	ea. (or less)	ADD:	30	
2920-00-060-7252	Up to 63	each	30	
Each add'l 63	ea. (or less)	ADD:	30	

NOTE: THE DELIVERY FOR ELECTRONIC DELIVERY ORDERS (CLINS 0003, 0006) IS TEN (10) DAYS.

# LINMARR ASSOCIATES, INC.

(702) 655-7800  
(702) 655-7900 FAX

4460 North Park Street  
Las Vegas, NV 89129

TO: Defense Supply Center Columbus

Date: 99 Jun 17

ATTN: LT. T.A. WADE

FAX: 614-693-1577

FROM: Michael Sabey

SUBJECT: SPO750-99-R-2494

A thirty day extension of the subject solicitation from 99 Jun 17 is acceptable.

Please let me know if there is anything else that you need from us.

Sincerely,



Michael Sabey

MTS:ms